STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "**Agreement**") is entered into effective as of October 2, 2021 (the "**Effective Date**") between Takahisa Ogawa and Ippeita Usui (individually a "**Seller**" and collectively the "**Sellers**") and Yooma Wellness Inc., a limited liability company having its head office at 135 Yorkville Ave, Suite 900, Toronto, Ontario, M5R 0C7, Canada (the "**Buyer**") (individually a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, the Sellers are the only shareholders of Vertex Co., Ltd., a limited liability company (*kabushiki kaisha*) having its head office at Yoyogi Community Bldg. 1F, 1-11-2 Yoyogi, Shibuya, Tokyo, Japan (the "**Company**"); and

WHEREAS, the Buyer desires to purchase all of the shares of the Company from the Sellers, and the Sellers desire to sell all such shares to the Buyer (the "**Transaction**");

NOW, THEREFORE, the Parties mutually agree to enter into this Agreement in accordance with the terms and conditions stated herein.

Article 1. Definitions

For purposes of this Agreement, including the Exhibits, the following terms shall have the following meanings:

1.1 "**Ancillary Agreements**" means each of the following:
- (a) the Service Agreement between the Buyer, the Sellers, and the Company, essentially in the form which is attached as Exhibit "E" of this Agreement; and
- (b) the Share Pledge (*Shichiken Settei*) Agreements between the Buyer and each of the Sellers, essentially in the form which is attached as Exhibit "F" of this Agreement.

1.2 "**Business Day**" means a day which is not Saturday, Sunday or a public holiday in Japan or Canada.

1.3 "**Closing**" means the closing of the Transaction that is the subject of this Agreement.

1.4 "**Closing Date**" means October 2, 2021 or any other date as the Parties may agree in writing.

1.5 "**Encumbrance**" means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

1.6 “**Existing Debt**” means all debt of the Company owed to any financial institutions as of the Closing Date up to, but not exceeding, the sum of USD 2,000,000.

1.7 “**Fundamental Representation**” means the representations and warranties of the Sellers set out in Article 6 and in Articles 7.1 to 7.6 (inclusive).

1.8 “**Intellectual Property Rights**” shall have the meaning set forth in Article 7.20.

1.9 “**Material Adverse Change**” means a material and adverse change or event in relation to the structure, business, financial or trading position of the Company or in relation to the condition, assets or liabilities, or profitability of the Company, including any pending or threatened litigation involving the Company; provided, however, that no change or event relating to or arising from any action expressly required to be taken pursuant to this Agreement shall be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Change pursuant to the definition in this Article 1.9.

1.10 “**Proceeding**” means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any court, arbitrator, tribunal, or governmental agency.

1.11 “**Purchase Price**” shall have the meaning set forth in Article 3.2.

1.12 “**Shares**” shall have the meaning set forth in Article 3.1.

1.13 “**Tax Representation**” means the representations and warranties of the Seller set out in Article 7.13.

Article 2. Exhibits

The following Exhibits are attached to this Agreement and form a part of this Agreement.

Exhibit “A”: A copy of the Corporate Registration and Articles of Incorporation of the Company
Exhibit “B”: List of Accounting Documents of the Company
Exhibit “C”: List of Tangible Property Owned by the Company
Exhibit “D”: List of all Trademarks Owned by the Company
Exhibit “E”: Form of the Service Agreement between the Sellers, the Company, and the Buyer
Exhibit “F”: Form of the Share Pledge (*Shichiken Settei*) Agreement between each Seller and the Buyer
Exhibit “G”: Form of the amended Articles of Incorporation of the Company
Exhibit “H”: Exclusion Statement

Article 3. Purchase of Shares

3.1 Subject to the terms and conditions herein, the Buyer shall purchase from the Sellers at the Closing the following shares of the Company (the “**Shares**”) free from all

Encumbrances, which represent all of the issued shares of the Company and the Sellers shall sell the same to the Buyer:

(a) From Takahisa Ogawa: three hundred (300) shares; and

(b) From Ippeita Usui: three hundred (300) shares.

3.2 The purchase price for the Shares (the "**Purchase Price**") shall be US Dollars (USD) six million (6,000,000) to each Seller (in total USD twelve million (12,000,000)), and as part of the consideration of the Transaction, the Parties also agree that the Buyer shall, by March 31, 2022, extinguish the Company's Existing Debt by refinancing it as set forth in Article 12.3. The Purchase Price shall be paid by the Buyer as follows:

(a) At the Closing Date: USD 1.25 million (1,250,000) to each Seller;

(b) On April 30, 2023: USD 3.25 million (3,250,000) to each Seller; provided, that, on or before April 30, 2023, the Company shall prepare and submit to the Buyer the Company's audited financial statements for fiscal year 2022; and

(c) On April 30, 2024: USD 1.50 million (1,500,000) to each Seller; provided, that, on or before April 30, 2024, the Company shall prepare and submit to the Buyer the Company's audited financial statements for fiscal year 2023.

For avoidance of doubt, the preparation and submission of the audited financial statements stipulated in items (b) and (c) in this Article 3.2 shall not be construed as a condition for the Buyer's respective payments to the Sellers, and the arrangement and conduct of the audit for such preparation of the audited financial statements shall be done by the Buyer, with reasonably necessary cooperation by the Sellers.

3.3 Payments by the Buyer to each Seller under this Article 3 shall be made by wire transfer into a bank account designated in writing by each Seller on the Closing Date for the payment of Article 3.2 (a) and on or before the respective due dates for the payments set out in Articles 3.2 (b) and (c); provided, however, that any bank fees for such wire transfer shall be borne by the Buyer.

3.4 Any amount not paid by the due date set forth in Article 3.2 will accrue late interest at the rate of 5% per annum.

3.5 If the Buyer (a) is subject to any of the circumstances listed in items (a) to (e) (inclusive) of Article 4.1, or is in breach of any of the terms and conditions set forth in Article 3.2 or 12.3 hereof, (b) directly, or indirectly through the Company, causes either Seller to lose his position as a director of the Company, by such mean as dismissal or not reappointing, in breach of the Service Agreement to be entered into by the Sellers, the Company and the Buyer, or (c) is in material breach of any of the terms and conditions set forth in the Share Pledge (*Shichiken Settei*) Agreement to be entered into by each Seller and the Buyer, then (i) any amounts owed by the Buyer to the Sellers hereunder shall become immediately due and payable, regardless of the original due date, and (ii) the Buyer shall release the Company from any obligation to repay any working capital, if any, provided by the Buyer to the Company under Article 12.1 and/or any funds refinanced by the Buyer to the Company under Article 12.3.

Article 4. Termination

4.1 If a Party (the "**Breaching Party**") is subject to any of the circumstances listed below, the Buyer (in the event that either Seller is, or both Sellers are, the Breaching Party) or either Seller (in the event that the Buyer is the Breaching Party) shall have the right to terminate this Agreement, with immediate effect, upon written notice to each other Party; provided, however, that if the Breaching Party ceases to be subject to the relevant circumstances before receiving any such notice of termination, the terminating Party's right to terminate this Agreement by reason of such circumstances shall lapse:

(a) the Breaching Party commences a judicial or administrative proceeding under a law relating to insolvency for the purpose of reorganizing or liquidating it or restructuring its debts, or files an application the bankruptcy of the Breaching Party;

(b) a third party commences any of the proceedings listed in Article 4.1(a) against the Breaching Party and either (i) the proceeding is not dismissed within seven (7) days after commencement, or (ii) any court before which the proceeding is pending issues an order approving the case;

(c) the Breaching Party is subject to a judicial or administrative order for an attachment, preliminary attachment, preliminary injunction, execution of judgment, foreclosure of mortgage/lien, or any similar action as to any of its property;

(d) a receiver, trustee, administrator, or liquidator is appointed or authorized to take charge of any or all of the property of the Breaching Party for the purpose of enforcing a mortgage/lien or for the purpose of general administration of such property for the benefit of the Breaching Party's creditors;

(e) where applicable, a government agency that oversees or regulates the Breaching Party's business operations terminates the Breaching Party's license to operate or otherwise orders the Breaching Party to cease its business operations;

(f) a promissory note or check, or any other form of credit issued by the Breaching Party is dishonored by its bank; or

(g) the Breaching Party commits a material breach of any of its representations or obligations under this Agreement and fails to correct such breach within seven (7) days after receiving notice of the breach from any other Party.

4.2 This Agreement may be terminated by any Party if the Closing has not taken place for any reason by December 31, 2021.

4.3 Notwithstanding the provisions of Article 4.1, this Agreement may not be terminated by any Party for any reason after the Closing.

4.4 In the event of termination of this Agreement as provided in Article 4.1 or Article 4.2, this Agreement shall immediately cease to be effective. The termination of this Agreement shall not affect outstanding rights and obligations of the Parties hereunder. Article 16 to Article 27 (inclusive) and any rights accrued under this Agreement will survive the expiration or termination of this Agreement, rights and obligations under Article 13.1 will survive for the periods specified in Article 13.2, and rights and obligations under Article 14 will survive three (3) years after the Effective Date.

Article 5. Closing

5.1 The Closing shall take place in Tokyo, Japan, at 8 a.m. on the Closing Date, at the office of the Company, or at such other places as the Parties may agree. At the Closing, the following shall occur:

(a) the Sellers shall deliver to the Buyer the final amended versions, if any, of the List of Tangible Property Owned by the Company (the latest version of which is attached hereto as Exhibit "C") and the List of all Trademark Registration Numbers Owned by the Company (the latest version of which is attached hereto as Exhibit "D");

(b) the Sellers shall deliver to the Buyer a copy of the Company's shareholders register, which shall record the Buyer as the sole shareholder of the Company, and the minutes of a meeting of the shareholders of the Company approving (i) the transfer of the Shares to the Buyer, (ii) the amendment of the Articles of Incorporation of the Company essentially in the form which is attached as Exhibit "G" to this Agreement (including, but not limited to, the change of the Company's business year and establishment of the board of directors), and (iii) the appointment of the directors and the statutory auditor of the Company nominated by the Buyer;

(c) the Sellers shall deliver to the Buyer the share certificates of the Company representing 100% of the Shares;

(d) the Sellers shall deliver to the Buyer the written resignation of the existing statutory auditor of the Company, effective as of the Closing Date;

(e) the Buyer shall process the payment for the first installment of the Purchase Price to each Seller in the manner described in Article 3.2 and Article 3.3;

(f) the Parties shall cause the Company to register the Buyer as the sole owner of the Shares in the shareholders register, along with all other information required under Article 121 of the Companies Act of Japan;

(g) the Buyer shall submit to the Sellers an electronic copy of the certificate by a bank to the effect that the Buyer has transferred the first installment of the Purchase Price to the account designated by each Seller on the Closing Date;

(h) the Buyer, the Company, and the Sellers shall enter into the Service Agreement, essentially in the form which is attached as Exhibit "E" to this Agreement;

(i) the Buyer and each Seller shall enter into the Share Pledge (*Shichiken Settei*) Agreement, essentially in the form which is attached as Exhibit "F" of this Agreement; and

(j) the Sellers shall provide to the Buyer such other documents, items, and records of the Company, including the corporate seal and all accounting books and records of the Company, agreed upon between the Sellers and the Buyer.

Article 6. Representations and Warranties of Sellers Relating to Sellers

Each Seller represents and warrants to the Buyer, as of the Effective Date and the Closing Date, unless provided otherwise, as follows in relation to himself:

6.1 The Seller has full power and capacity to enter into and perform this Agreement and has obtained all approvals and permissions and completed all registrations and notifications that are required to be obtained/completed by the Seller under applicable laws and regulations to complete the Closing and all the ancillary transactions contemplated hereunder.

6.2 All of the Seller's obligations hereunder are binding on and enforceable against the Seller.

6.3 The execution and performance of this Agreement by the Seller (i) will not conflict with, result in a breach of, or give rise to a right of termination under any other contract, or other arrangement to which the Seller is a party, and (ii) will not cause the Seller to violate any law, regulation, or governmental order applicable to the Seller.

6.4 The Seller holds valid and legal title to the Shares, the Shares are fully paid-up, and free and clear of any Encumbrance or any other current or future restriction on the free exercise of the rights of ownership, and no other person or entity has any interest or right in the Shares or any shares in the Company. The Seller duly holds the share certificates representing the title to the Shares.

6.5 Upon the purchase of the Shares contemplated hereunder, valid and sole title to the Shares will be transferred to the Buyer, free and clear of any security interest, lien, encumbrance, or any other current or future restriction on the free exercise of the rights of ownership.

6.6 There is no Proceeding that is pending or commenced against the Seller and that challenges, or may have the effect of preventing, delaying materially, making illegal, or otherwise materially interfering with the Transaction and, to the knowledge of the Seller, no event has occurred or circumstance exists that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Proceeding.

6.7 Each Seller and the Company have disclosed to the Buyer all the information it possesses concerning the Company, including access to all documentation and personnel of the Company, which the Buyer has requested the disclosure of to make an informed assessment of the assets and liabilities, financial position and performance, profits and losses and prospects of the Company.

Article 7. Representations and Warranties of Sellers Relating to the Company

Except for the matters disclosed to the Buyer and the matters set out in Exhibit "H" of this Agreement, each Seller represents and warrants to the Buyer as follows in relation to the Company; provided, however, that "disclosed" herein shall mean any matter described in this Agreement, or disclosed to the Buyer or its advisors in writing or by electronic means, including email and through a virtual data room, during the course of the Buyer's due diligence by a Seller, the Company, or any advisor acting on behalf of a Seller or the Company in connection with this Transaction, which shall include, but is not limited to, documents, written/electric responses to requests from the Buyer or its advisor(s), designs, drawings, prototypes, or electronically stored data, such that a reasonable person in the position of the Buyer would be able to discern the nature, scale, and importance of the matter being disclosed:

7.1 As of the Effective Date and the Closing Date, the Company (i) is a limited liability company (*kabushiki kaisha*) established, existing, and in good standing under the laws of Japan, (ii) has all requisite power to own, lease, and operate its properties and assets and to carry on its business as currently conducted, and (iii) is not the subject of any bankruptcy proceeding, civil rehabilitation proceeding, corporate reorganization proceeding, special liquidation or other similar proceeding for the benefit of the creditors of the Company.

7.2 As of the Closing Date, (i) the Shares represent all of the issued capital stock of the Company, and all of the Shares have been validly authorized and issued, (ii) there are no outstanding options, warrants, agreements, understandings or other rights to purchase any of the Shares of the Company or which grant the holder any right to vote on any matter of the Company.

7.3 As of the Closing Date, the Company has completed all corporate actions that are required to authorize and carry out the Transaction and all the ancillary transactions contemplated hereunder. The Transaction will not result in the termination or modification of any authorization or permission granted to the Company by any governmental authority.

7.4 As of the Closing Date, the Company has obtained all material approvals and permissions and completed all material registrations and notifications that are required to be obtained/completed by the Company under applicable laws and regulations to complete the Closing and all the ancillary transactions contemplated hereunder.

7.5 As of the Closing Date, the documents attached as Exhibit "A" are the current versions of such documents and are in full compliance with all applicable laws, regulations, and orders; provided, however, that the copy of the Corporation Registration attached hereto as Exhibit "A" does not reflect the Company's change to a share-certificate issuing company. The Company has conducted its business and corporate affairs in accordance with such documents and in accordance with all applicable laws in all material respects.

7.6 The execution and performance of this Agreement by the Parties will not (i) cause the Company to violate any provision of its Articles of Incorporation or other governing documents, (ii) conflict with, result in a breach by the Company of, or give rise to a right of termination under any other contract, instrument, or other arrangement that is material to the Company's business, or (iii) cause the Company to violate any law, regulation, or governmental order applicable to the Company.

7.7 The financial statements, and other accounting documents of the Company listed in Exhibit "B" attached hereto and provided by the Sellers to the Buyer prior to the Closing accurately present the financial condition and the results of the operations of the Company in all material respects as of July 31, 2021. From the said date of the balance sheet of the Company until the Closing, there has been no Material Adverse Change. The

Sellers have duly approved the financial statements in accordance with applicable law.

7.8 To the knowledge of each Seller, the Company has no material liabilities or obligations of any nature (whether absolute, accrued, contingent, or otherwise, including product liabilities) except for current liabilities incurred in the ordinary course of business consistent with past practice and reflected or reserved against in the financial statements listed in Exhibit “B”.

7.9 The Company is in compliance with all applicable terms and requirements of each contract material to the operation of its business in all material respects under which the Company has any obligation or liability or by which the Company or any of the assets owned or used by the Company is bound. To the knowledge of each Seller, no event has occurred or circumstance exists that would reasonably be expected to contravene, conflict with, or result in a violation or breach of, or give the Company or any other person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate, or modify, any contract material to the Company’s business. There is no notice in relation to termination of, or intent to terminate, any contract that is material to the Company’s business.

7.10 To the knowledge of each Seller, no material breach, termination event, default or event of default has occurred or is likely to occur in respect of any contract material to the Company’s business to which the Company is a party or which is binding upon the Company or its assets, either as a result or independent of the Transaction.

7.11 The books of account, minute books, and other material records of the Company required under the applicable laws are prepared, and have been maintained, in accordance with the applicable laws.

7.12 All assets of the Company, including inventory, are free and clear of Encumbrances and are sufficient for the continued operation of the Company’s business.

7.13 The Company has filed all tax returns required by any jurisdiction to which it is subject, and has paid all taxes which have become due and payable. All tax returns filed with respect to the Company are true, correct and complete in all material respects. The Company has made provision for the payment of all taxes accrued but not yet due, or pursuant to any assessment received by the Company. Neither Seller is aware of any audit, which is either pending or is being conducted, with respect to the taxes of the Company and the Company has not received any notice from any relevant authority with respect to any current, pending, threatened, or contemplated audit.

7.14 To the knowledge of each Seller, there has not been any event, circumstance or condition which individually or in the aggregate has caused or could reasonably be expected to result in a Material Adverse Change, and no event has occurred or circumstance exists that would reasonably be expected to result in a Material Adverse Change.

7.15 Except for the offers made in the Service Agreement to be entered between the Sellers, the Company and the Buyer, there is no outstanding legally binding offer or commitment to alter or improve the terms and conditions, remuneration or benefits of any member, director, officer or employees of the Company, including in relation to any bonus or incentive scheme.

7.16 The Company has complied in all material respects with all applicable laws relating to employment, equal employment opportunity, nondiscrimination, wages, hours, benefits, the payment of social security and similar taxes, and occupational safety and health. The Company is not liable for the payment of any material wages, compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing laws applicable to the Company. The Company is not a party to any agreement, arrangement or understanding with a union or industrial organization in respect of any employee or group of employees.

7.17 *[Redacted – personal information.]*

7.18 The Company has conducted its business and corporate affairs in accordance with its Articles of Incorporation and in accordance with all applicable laws in all material respects. The Company has all approvals, consents, licenses, permits, waivers, and other authorizations issued, granted, given, or otherwise made available by or under the authority of any governmental entity or pursuant to any applicable law and regulation necessary to permit the Company to lawfully conduct and operate its business in the manner it is currently being conducted in all material respects.

7.19 There are no ongoing or pending litigations, arbitrations, prosecutions, investigations, or other legal or administrative proceedings involving the Company as a party and the Company is not, nor has been within the three (3) years prior to the Closing Date, subject to any judicial or administrative order, judgment, injunction, or decree. To the knowledge of each Seller, there are no threatened litigations, arbitrations, prosecutions, investigations, or other legal or administrative proceedings involving the Company as a party.

7.20 The Company owns or is licensed all patents, trademarks, trade names, domain names, copyrights, registered designs and other intellectual property rights used in the Company's business (the "**Intellectual Property Rights**"). The Intellectual Property Rights that the Company owns are free and clear of any Encumbrances and the Company has the full right to make, use, sell, offer to sell, import, repair, reconstruct, modify, create derivative works, copy, perform, display, broadcast, transmit, and distribute such Intellectual Property Rights and embodiments thereof.

7.21 The conduct of the Company's business does not infringe the Intellectual Property Rights of any third party. There exists no pending litigation or other proceeding with respect to the Intellectual Property Rights: (i) that has been commenced against the Company alleging that the current activities of the Company infringe the intellectual property rights of any other person; or (ii) that challenges, or that may reasonably have the effect of preventing, delaying materially, making illegal, or otherwise materially interfering with, the proper carrying on of the Company's business.

7.22 The Company's insurances are in full force and effect and are not void or voidable, all premiums payable to date have been paid. The Company does not have any outstanding claim under any such insurance and, to the Sellers' knowledge, there are no circumstances which would reasonably be expected to give rise to such a claim.

7.23 All information and documentation relating to the Company provided to the Buyer, and all responses by either Seller or the Company to the questions raised by the Buyer in connection with its due diligence review are true and accurate in all material respects on the date such information is stated or certified, and do not omit any material fact. All information has been disclosed to the Buyer that could reasonably be expected to cause a Material Adverse Change, or affect the decision of a reasonable person in the position of the Buyer to consummate the Transaction. Neither Seller is aware of any facts or circumstances that have not been disclosed and that are necessary to be disclosed to avoid a reasonable person in the position of the Buyer from being misled.

7.24 *[Redacted – competitively sensitive information.]*

7.25 Attached as Exhibit "C" (which may be amended by the Sellers prior to the Closing) is a complete and accurate list of all material tangible property owned by the Company, as of the Closing Date.

7.26 Attached as Exhibit "D" (which may be amended by the Sellers prior to the Closing) is a complete and accurate list of registration numbers of all trademarks owned by the Company, as of the Closing Date.

Article 7-2. Knowledge

Where any representation and warranty, or any other provision of this Agreement is, qualified by reference to the knowledge of either Seller, this shall be read as referring to the actual knowledge of the particular Seller and shall include all information which the Seller reasonably ought to have known having made due and proper inquiry.

Article 8. Representations and Warranties of Buyer

The Buyer represents and warrants to Sellers, as of the Effective Date and the Closing Date, unless otherwise provided, as follows:

8.1 The Buyer is a company established and in good standing under the laws of Ontario, Canada, and the Buyer has completed all corporate actions that are required to authorize and carry out the Transaction and all the ancillary transactions contemplated hereunder.

8.2 The Buyer has obtained all approvals and permissions and completed all registrations and notifications that are required to be obtained or completed by the Buyer under applicable laws and regulations to complete the Closing and all the ancillary transactions contemplated hereunder, excluding any foreign exchange reporting related requirements which will be made after the Closing.

8.3 All of the Buyer's obligations hereunder are binding on and enforceable against the Buyer.

8.4 The execution and performance of this Agreement by the Buyer (i) will not violate any provision of Buyer's Articles of Association or other governing document, (ii) will not conflict with, result in a breach of, or give rise to a right of the termination under any other contract, instrument, or other arrangement to which Buyer is a party, and (iii) will not cause the Buyer to violate any law, regulation, or governmental order applicable to the Buyer.

Article 9.Pre-Closing Covenants of Sellers

The Sellers covenant as follows from the Effective Date until the Closing Date unless the Buyer has given its prior written consent:

9.1 The Sellers (i) will and will cause the Company to take all reasonable steps in a reasonably prompt manner prior to the Closing Date to obtain all approvals, exemptions, authorizations, and permissions and complete all registrations and notifications that are required to be obtained/completed by the Sellers or the Company under applicable laws and regulations or as otherwise required by a meeting of the shareholders of the Company, any governmental or regulatory authority, securities exchange, or third party to complete the Closing and all the ancillary transactions contemplated hereunder and (ii) will provide all reasonable assistance to the Buyer in connection with similar efforts by the Buyer.

9.2 The Sellers will and will cause the Company to (i) provide the Buyer with full access, upon reasonable prior notice and during normal business hours, to all managerial employees, directors, and accountants of the Company and its assets, books and records and (ii) provide the Buyer in a reasonably prompt manner with all information concerning the Company as the Buyer may reasonably request.

9.3 The Sellers will cause the Company to conduct its business in the ordinary course thereof, consistent with its past practices, and without any Material Adverse Change.

9.4 The Sellers will preserve all relationships existing as of the Effective Date between the Company and its suppliers, customers, creditors, employees and such other parties which have a material business relationship with the Company, as applicable.

9.5 Except as otherwise agreed in writing by the Buyer, the Sellers shall ensure that the Company:

(a) takes all reasonable steps to protect and maintain its assets (including the goodwill of its business), and its current liabilities at normal levels, and discharges all current liabilities as they fall due;

(b) promptly notifies the Buyer of anything which has caused, or may cause, a Material Adverse Change or which makes any representation or warranty given under Article 6 or Article 7 false or inaccurate; and

(c) maintains adequate insurance of its business and assets until the end of the Closing Date.

9.6 Except as otherwise agreed in writing by the Buyer, the Sellers shall ensure that the Company does not:

(a) other than in the ordinary course of business, enter into, vary or terminate, or gives any consent, approval, release or waiver under, a contract or commitment relating to its business;

(b) other than in the ordinary course of business, incur any capital expenditure or liability, or discharges or settles any liability;

(c) other than in the ordinary course of business, acquire or dispose of any of its assets (or agree to any such acquisition or disposal) or create an Encumbrance over any of its assets;

(d) allot or issue (or agree to allot or issue), redeem, buy-back, reduce, or cancel any shares or other securities (including any options or convertible securities) in its capital or otherwise alters its capital in any way;

(e) declare, decide to pay, or pay a dividend, make a distribution, or reevaluate any asset; or

(f) do, or omit to do, anything that would make any representation or warranty given under Article 6 or Article 7 false or inaccurate.

Article 10. Pre-Closing Covenants of Buyer

The Buyer covenants as follows from the Effective Date until the Closing Date:

10.1 The Buyer (i) will take all reasonable steps in a reasonably prompt manner prior to the Closing Date to obtain all approvals, exemptions, authorizations, and permissions and complete all registrations and notifications that are required to be obtained/completed by the Buyer under applicable laws and regulations or as otherwise required by the board of directors of the Buyer, any governmental or regulatory authority, securities exchange, or third party to complete the Closing and all the ancillary transactions contemplated hereunder and (ii) will provide all reasonable assistance to the Sellers and the Company in connection with similar efforts by the Sellers and the Company.

Article 11. Conditions Precedent to the Closing

11.1 Each Party's obligation to complete the Closing shall be contingent on the satisfaction of all of the following conditions:

(a) each other Party has taken all actions in all material respects required to fulfill his or its obligations under Article 9 or Article 10 herein;

(b) each other Party has not committed a material breach of any of its representations and warranties stated herein;

(c) there has been no Material Adverse Change; and

(d) *[Redacted – competitively sensitive information.]*

11.2 Only the Buyer may waive the conditions set out in Articles 11.1(a) (with respect to the Sellers' actions under Article 9), 11.1(b) (with respect to the Sellers' representations and warranties), 11.1(c) and 11.1(d). The Buyer may waive any condition either unconditionally or on the basis that the condition remains a matter which the Sellers are obliged to use their best endeavors to satisfy. Only the Sellers may waive the conditions set out in Articles 11.1(a) (with respect to the Buyer's actions under Article 10), and 11.1(b) (with respect to the Buyer's representations and warranties).

11.3 If either Party's obligation to complete the Closing is excused under Article 11.1, such Party shall have the right to terminate this Agreement with immediate effect upon written notice to the other Party.

Article 12. Post-Closing Covenants

12.1 The Buyer shall fund the future working capital of the Company to further develop the Company's home shopping business. *[Redacted – competitively sensitive information.]* The Parties shall separately agree to the exact amounts to be funded by the Buyer, and the operating budgets and sales forecasts on which the amounts will be based.

12.2 The Sellers shall apply for the registration of the updated Corporate Registration of the Company immediately after the Closing, and in any event no later than fourteen (14) days after the Closing Date.

12.3 The Buyer shall, by March 31, 2022, extinguish the Company's Existing Debt by refinancing and cause financial institutions to fully extinguish any and all liability, including personal guarantees, *[Redacted – personal information.]*

12.4 For as long as each Seller remains a director of, or employed by, the Company, each Seller shall, acting reasonably and in good faith, cooperate with the Buyer in managing the Company with the goal of advancing the financial success and goodwill of the Company, including by providing reasonably necessary cooperation with respect to the preparation and submission of the audited financial statements as set forth in Article 3.2.

12.5 The Sellers shall, or shall cause the Company to, notify the following financial institutions concerning the change of control of the Company pursuant to the Transaction in accordance with the agreements between the Company and the respective financial institutions, within seven (7) days after the Closing: *[Redacted – competitively sensitive information.]*

Article 13.Indemnification

The following provisions shall apply after a successful completion of the Closing:

13.1 Each Seller shall indemnify the Buyer against any damages suffered or incurred by the Buyer arising out of or in connection with a breach of any representation or warranty in Article 6 (in which case each Seller shall be severally liable only) or Article 7 (in which case the Sellers shall be jointly and severally liable), or of any other covenant, agreement, or obligation by either or both Sellers under this Agreement (in which case the Sellers shall be jointly and severally liable) (the "**Damages**"). No amount shall be payable by either or both Sellers (as relevant) unless the amount of claim with respect to any single matter or series of related matters exceeds USD *[Redacted – competitively sensitive information.]* and unless the aggregate amount of claims exceeds USD *[Redacted – competitively sensitive information.]*, in which event, the Buyer is entitled to the full amount of the claim, not just the excess. The aggregate individual liability of each Seller in the event of a breach of any representation or warranty in Article 6 shall in no event exceed USD *[Redacted – competitively sensitive information.]*, and the aggregate joint liability of the Sellers under this Agreement in the event of a breach of any representation or warranty in Article 7 or of any other covenant, agreement, or obligation under this Agreement, or the occurrence of a matter referred to in Article 13.3, shall in no event exceed USD *[Redacted – competitively sensitive information.]*. If the Buyer is yet to pay either amount specified in Articles 3.2(b) and 3.2(c) to a Seller who is liable under this Article 13.1, the Buyer is entitled to set off such amounts against any amount payable by that Seller to the Buyer under this Article 13.1.

13.2 The Buyer's right to recover Damages under this Article shall:

(a) expire two (2) years after the Closing, for any representation and warranty that is not a Tax Representation or Fundamental Representation;

(b) expire seven (7) years after the Closing for any Tax Representation; and

(c) expire five (5) years after the Closing for any Fundamental Representation or breach of any obligation under this Agreement,

unless the Buyer has, prior to such expiration date listed in Article 13.2(a) or 13.2(b), either initiated legal action or delivered a written notice of claim to the relevant Seller (with respect to a breach of a representation or warranty in Article 6) or either Seller (with respect to any other breach referred to in Article 13.1) specifying the relevant breach and the nature of the Damages.

13.3 Each Seller jointly and severally indemnifies the Buyer against all loss, cost, expense or liability arising from or connected with any matter listed in Exhibit "H". The aggregate joint liability limitation set forth in Article 13.1 of USD *[Redacted – competitively sensitive information.]* shall apply to the indemnity provided under this Article 13.3.

13.4 Notwithstanding the foregoing, the Sellers shall have no liability whatsoever to the Buyer and the Company arising from or connected with any matter concerning *[Redacted – competitively sensitive information.]*

13.5 The Buyer shall defend and indemnify each Seller against any claim brought by a third party against either Seller that is based on actions or non-actions of the Company or the Buyer after the Closing.

13.6 If the Closing occurs, the remedies set forth in this Article shall provide the sole and exclusive remedy for breaches of any warranty or covenant made in this Agreement by the Sellers.

Article 14. Confidentiality

14.1 The Parties acknowledge that they may disclose their confidential or other proprietary information ("**Confidential Information**") to each other prior to or after the date of signature hereof. Confidential Information shall include, but not limited to, information relating to the business and operation of the Company or one Party disclosed by such Party (the "**Disclosing Party**") and/or by any of the affiliates of the Disclosing Party and/or by anyone on its behalf to the other Party (the "**Receiving Party**") as a result of entering into or performing this Agreement, either directly or indirectly, in written, orally, by inspection, either physically or through virtual data rooms, of tangible objects, including without limitation, documents, designs, drawings, prototypes, or electronically stored data. The Receiving Party (i) shall use the Confidential Information only for the purposes of this Agreement, (ii) shall not disclose the Confidential Information to any third party, unless it obtains the prior written consent of the Disclosing Party, and (iii) shall disclose the Confidential Information only to its affiliated companies, its and its affiliated companies employees, directors, subcontractors, professional advisers, financial advisers and consultants who have a reasonable need to know the Confidential Information, and who are bound by duties of confidentiality and limited use at least as strict as those stated herein. The obligations in this Article shall survive for a period of three (3) years after the Effective Date.

14.2 Notwithstanding the foregoing, the confidentiality and limited use obligations set forth above shall not apply to information that:

(i) was publicly available at the time of first disclosure by the Disclosing Party or becomes publicly available after the time of first disclosure through no fault of the Receiving Party;

(ii) was already in the possession of the Receiving Party at the time of first disclosure, except the information that Buyer received under the Confidentiality and Non-disclosure Agreement entered into between the Company and Yooma Corp. dated January 31, 2020;

(iii) is received by the Receiving Party from an unrelated third party with no confidentiality obligations attached;

(iv) is authorized for release by the Disclosing Party in writing; or

(v) is the subject of a government or judicial subpoena or other order, or any order by any securities exchange on which the shares of the Party or any of its affiliates are listed; provided, that the Receiving Party promptly informs the Disclosing Party of the situation and uses its reasonable endeavors to allows the Disclosing Party to control any efforts to challenge the subpoena/order.

14.3 Upon written request from the Disclosing Party, the Receiving Party will (i) return to the Disclosing Party all copies of Confidential Information in its possession (whether in written or any other tangible form) and (ii) except for any automatically stored electronic back-ups, permanently delete all copies of the Confidential Information contained in the Receiving Party's computer disks or other electromagnetic storage media or in any other intangible form and certify the completion of such deletion in writing to the Disclosing Party. This obligation shall not apply with respect to any information which a Party is obligated either by law or by its corporate governance standards and policies to retain.

14.4 Notwithstanding anything to the contrary, the Buyer shall not be bound by this Article 14 after the Closing in relation to the information concerning the Company.

Article 15. Public Announcements

The Parties shall confer and mutually agree on the contents, methods, and timing of any public announcements of the execution of this Agreement and/or the closings of the

Transaction and all the ancillary transactions contemplated hereunder.

Article 16. Expenses

Except as expressly provided for in this Agreement, each Party will be solely responsible for all expenses incurred by such Party in connection with the negotiation, execution, and performance of this Agreement and in connection with the Transaction and all the ancillary transactions contemplated hereunder.

Article 17. Notices

17.1 All legal notices relating to this Agreement shall be made in writing, shall be in English, and shall be sent by registered or certified airmail, with receipt confirmed by a signed return receipt or internet tracking, or by email, to the respective addresses of the Parties set out in this Article 17 or to such other addresses as the Parties may designate in writing from time to time in accordance with this Article.

17.2 Any notice sent by:

(a) airmail shall be deemed to be received five (5) Business Days after the date of postmark or actual delivery date as is evidenced by the signed return receipt or internet tracking, whichever comes earlier; or

(b) email shall be deemed to have been received unless the sender's computer reports that the message has not been delivered or it is not received in full and in legible form, of which the recipient notifies the sender within a reasonable period of time after the purported transmission.

17.3 Notwithstanding the preceding Article 17.2, if any notice is received or deemed to be received after 5 pm or on a non-Business Day at the place of receipt, the notice shall be deemed to be received on the following Business Day.

17.4 The Parties' respective addresses for service is:

(a) Seller: Takahisa Ogawa
Address: *[Redacted – personal information.]*
Email address: *[Redacted – personal information.]*

(b) Seller: Ippeita Usui
Address: *[Redacted – personal information.]*
Email address: *[Redacted – personal information.]*

(c) Buyer: Yooma Wellness Inc.
Address: 135 Yorkville Ave, Suite 900, Toronto, Ontario, M5R 0C7, Canada
Email address: *[Redacted – personal information.]*
Attention: Jordan Greenberg

with a copy to:

Otemachi Park Building

1-1-1 Otemachi, Chiyoda-ku, Tokyo 100-8136, Japan
Anderson Mori & Tomotsune
Attention: Gen Takahashi

17.5 A Party may change its address for service or email address by giving notice of that change to each other Parties.

Article 18. Amendment

No amendment or modification to this Agreement shall be effective unless evidenced by a writing executed by the Parties.

Article 19. Waiver

The failure at any time of either Party to enforce or require strict compliance with any provision of this Agreement shall in no way be construed as a waiver of such provision nor in any way be construed to affect the right of such Party to thereafter enforce that or any other provision of this Agreement.

Article 20. Severability

In the event that a court or other tribunal of competent jurisdiction at any time holds that any provision of this Agreement is illegal or unenforceable, such provision shall be severed from this Agreement, and the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect unless commercial balance between the Parties is materially changed.

Article 21. Entire Agreement

This Agreement, including any Exhibits attached hereto, contains the complete and entire understanding of the Parties with respect to the subject matter hereof and supersedes any prior negotiations, agreements, and understandings between the Parties with respect to such subject matter. Each Party specifically acknowledges that the other Party has made no representations or promises (written or oral) inducing execution of this Agreement other than those specifically stated herein.

Article 22. No Assignment/Successors and Assigns

22.1 Neither Party may assign or grant a security interest in any of its rights or delegate any of its obligations under this Agreement to a third party without the prior written consent of the other Party. Any purported assignment/grant of security interest/delegation made in violation of this provision shall be null and void.

22.2 Subject to the restrictions on assignment contained herein, this Agreement shall inure to the benefit and be binding upon the Parties and their respective successors and assigns.

Article 23. Headings for Reference Only

All headings in this Agreement are for reference only and shall not be considered in construing the meaning of this Agreement or the intent of the Parties.

Article 24. Governing Law and Dispute Resolution

24.1 This Agreement as well as all claims arising out of or in connection with this Agreement or the Transaction and all the ancillary transactions contemplated hereunder (including all tort and other non-contract claims) shall be governed by and construed in accordance with the substantive laws of Japan, without regard to any conflict of law principles. If any dispute arising out of or in connection with this Agreement or the Transaction and all the ancillary transactions contemplated hereunder (including any tort and other non-contract claims) cannot be amicably resolved by the Parties, the exclusive forum for resolution of such dispute shall be an arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association (the "**JCAA**"), which arbitration award shall be binding on the Parties with no right of appeal. The arbitrator(s) shall set forth his/her/their reasoning in support of the arbitration award. Each party shall bear its own expenses, including but not limited to its attorneys' fees, but the Parties shall share equally the expenses of the arbitrator(s) and the JCAA. Any arbitration between the parties must be conducted entirely in English.

24.2 This arbitration provision shall not apply to petitions for preliminary or temporary injunctive relief which may be brought in any court of proper jurisdiction.

Article 25. Execution in Counterparts

This Agreement may be executed in three counterparts, one signed by each Party, and the three (3) counterparts together shall constitute one complete Agreement. An electronic (scanned) version of an original counterpart shall be given the same effect as the original counterpart.

Article 26. Representation/Warranty Regarding Criminal/Anti-Social Activities

26.1 Each Party represents and warrants that, as of the Effective Date and until the payment obligation under this Agreement is fulfilled, it, as well as its directors and officers and controlling shareholders, are not any of the following:

(a) a criminal/anti-social organization;

(b) a member or affiliate member of a criminal/anti-social organization; or

(c) a business affiliated with a criminal/anti-social organization, an organization/a person who seeks to extort money from corporations by disrupting their shareholder meetings, an organization/a person who uses social protest for extraordinary purposes, a group of professionals/specialists or professional or specialist (e.g. attorneys, accountants) affiliated with any criminal or anti-social organizations, or other organization/person (or member of such organization) which engages in or seeks to benefit from violence, force, fraud, intimidation, blackmail, or other criminal/anti-social activities.

26.2 If either Party is in violation of the representation and warranty in the previous paragraph, (i) the other Party shall have the right to terminate this Agreement, with immediate effect, upon written notice to the violating Party, (ii) the violating Party shall indemnify the other Party against any damages incurred in connection with such termination, and (iii) the violating Party shall have no right to claim any damages against the other Party incurred in connection with such termination.

Article 27. Governing Language

The Parties acknowledge that this Agreement may be translated into Japanese or any other language. Notwithstanding anything to the contrary, the English version of this Agreement shall prevail over any translated version of this Agreement that may have been executed or may be executed by the Parties. In the event of discrepancies between the English version and any other version, the Parties agree that the English version of this Agreement shall prevail and bind the Parties.

[*Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties have executed this Agreement in three (3) copies, and the Parties shall sign and retain one (1) copy each.

SELLER

(Signed) "*Takahisa Ogawa*"

____
Name: Takahisa Ogawa
Address: *[Redacted – personal information.]*

SELLER

(Signed) "*Ippeita Usui*"

____
Name: Ippeita Usui
Address: *[Redacted – personal information.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement in three (3) copies, and the Parties shall sign and retain one (1) copy each.

BUYER

(Signed) “*Jordan Greenberg*”

____
Name: Yooma Wellness Inc.
Address: 135 Yorkville Ave, Suite 900, Toronto, Ontario, M5R 0C7, Canada
By: Jordan Greenberg
Title: CEO

Exhibit “A” - Corporate Registration and Articles of Incorporation of the Company

[Redacted – competitively sensitive information.]

Exhibit "B" - List of Accounting Documents of the Company

[Redacted – competitively sensitive information.]

Exhibit “C” - List of Tangible Property Owned by the Company

[Redacted – competitively sensitive information.]

Exhibit "D" - List of all Trademarks Owned by the Company

[Redacted – competitively sensitive information.]

Exhibit “E” - Form of the Service Agreement between the Sellers, the Company, and the Buyer

[Redacted – personal & competitively sensitive in formation.]

Exhibit “F” - Form of the Share Pledge (*Shichiken Settei*) Agreement between each Seller and the Buyer

[Redacted – competitively sensitive information.]

Exhibit “G” - Form of the amended Articles of Incorporation of the Company

[Redacted – competitively sensitive information.]

Exhibit “H” - Exclusion Statement

The specific matters disclosed in this Exhibit H are taken to have been excluded from the relevant representations and warranties given by the Sellers under Article 7 of the Agreement:

[Redacted – competitively sensitive information.]