This **SECOND AMENDED AND RESTATED SHARE PURCHASE AGREEMENT** and **SETTLEMENT AGREEMENT**
effective as of June 30, 2021

BETWEEN:

Inolife R&D Inc., a corporation incorporated under the laws of Canada, having its registered office at 1801-1 Yonge Street, City of Toronto, Province of Ontario, Canada, M5E 1W7 and registered with Industry Canada under number Corporation Number 1039343-6

(the **Purchaser**)

AND:

Care4Pharma B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its registered office at De Weegschaal 14, 5215 MN 's-Hertogenbosch, the Netherlands, and registered in the Trade Register of the Chamber of Commerce under number 34368201

(the **Seller**)

The parties listed above are collectively referred to as the **Parties** and individually also as a **Party**

BACKGROUND:

(A) On July 31, 2019, the Parties have entered into Share Purchase Agreement, which agreement was amended and restated on February 29, 2020 by the Amended and Restated Share Purchase Agreement (together: the "**Original SPA**"), which Original SPA provided for the purchase by the Purchaser and the sale by the Seller of all of the issued and outstanding shares of the Company, on and subject to the terms of the Original SPA.

(B) On June 5, 2020, the Parties have entered into an Amended Share Purchase Agreement ("**First Amended SPA**").

(C) On March 19, 2021, the shareholders of Purchaser have decided that, simultaneously to the Go-Public Transaction, all its contractual, legal and equity rights in shares of the Purchaser shall be consolidated using the ration 3/1, i.e. 3 shares in the Purchaser equals 1 shares in the (to be) listed company at the date of the Go-Public Transaction ("**Consolidated Purchaser**").

(D) The Parties wish to clarify the technical and non-financial impact that such consolidation will have on Section 3.1 of the First Amended SPA.

(E) Additionally, the Parties hereto wish to amend Section 3.1(iv) of First Amended SPA so as to amend the agreement to the effect that the Purchaser does no longer have the obligation to pay the amount of EUR 1,000,000 within 16 months after the Closing Date.

(F) Furthermore, the Parties hereto wish to delete Section 6.7 of the First Amended SPA.

(G) Finally, the Parties hereto wish to acknowledge and agree that the Purchaser has no further claims, on whatever basis (be it contractually, in tort or otherwise), on the Seller, the Seller's Group and/or any of their current and/or former Representatives in relation to the Original SPA and/or the First SPA and/or the Company and its Subsidiaries.

IT IS HEREBY AGREED as follows:

1. Modifications

1.1 Section 3.1 of the First Amended SPA is amended and replaced by the following:

"**3. PURCHASE PRICE**

Purchase Price

3.1 The consideration payable by the Purchaser to the Seller for the Shares (the **Purchase Price** or the **Equity Value**) is the following and payable as follows:

(i) EUR 2,000,000 worth of shares in the Consolidated Purchaser (the **2M Inolife Shares**) to be issued or transferred to the Seller within 10 (ten) Business Days following the Go-Public Transaction, at a pre-agreed post transaction price of sixty eurocents (EUR 0.60) per share in the Consolidated Purchaser (the **Consolidated Purchaser Shares**), i.e. 3,333,333 Consolidated Purchaser Shares. In the event that in the twelve (12) months as from the Go-Public Transaction, the price of Consolidated Purchaser Shares does not reach sixty eurocents (EUR 0.60) per share, the Purchaser shall ensure that Seller shall receive such number of additional Consolidated Purchaser Shares as is necessary, based on the average share price in the previous six (6) months, to ensure that Purchaser has received a total of EUR 2,000,000 (two million euros) Consolidated Purchaser Shares, PROVIDED that the number of additional Consolidated Purchaser Shares shall never exceed 666,667. For the avoidance of doubt, if the twelve (12) months price as from the Go-Public Transaction is higher than EUR 0.60 per Consolidated Purchase Share, no downwards adjustment shall made;

(ii) EUR 6,235,000 worth of convertible debenture (the "**Convertible Debenture**). The Convertible Debenture will be executed as of the Closing Date and shall be in Canadian dollars at the EUR/CAD exchange rate at the date of the Go-Public Transaction. The conversion price per share will be CAD 2.85 per Consolidated Purchaser Share (being CAD 0.95 X 3);

(iii) EUR 3,000,000 worth of Consolidated Purchaser Shares (the **3M Inolife Shares**). The 3M Inolife Shares shall be issued within 10 (ten) Business Days following the Go-Public Transaction, at a pre-agreed post transaction price of ninety eurocents (EUR 0.90) per Consolidated Purchaser Share, i.e. 3,333,333 Consolidated Purchaser Shares. In the event that in the twenty-four (24) months as from the Go-Public Transaction, the price of Consolidated Purchaser Shares does not reach ninety eurocents (EUR 0.90) per share, the Purchaser shall ensure that Seller shall receive such number of additional Consolidated Purchaser Shares as is necessary, based on the average share price in the previous six (6) months, to ensure that Purchaser has received a total of EUR 3,000,000 (three million euros) Consolidated Purchaser Shares, PROVIDED that the number of additional Consolidated Purchaser Shares shall never exceed 1,000,000. For the avoidance of doubt: if the 3,333,333 Consolidated Purchaser Shares represent a value of more than EUR 3,000,000, no adjustment shall take place; and

(iv) EUR 1,200,000 in cash to be paid within twenty-eight (28) months after the Go-Public Transaction."

1.2 Section 3.2 of the First Amended SPA is amended and replaced by the following:

"Mosadex Debt

3.2 The Parties acknowledge and agree that the Mosadex Debt for the period through February, 2020 amounts to EUR 275,000 (two hundred seventy-five thousand euros). This amount shall be paid by the Purchaser without set off, compensation, withholding or anything similar, to the Seller or the relevant Affiliate of the Seller or the Notary's third party account (as instructed by the Seller) within twenty-eight (28) months after the Go-Public Transaction."

1.3 Schedule 1 and Section 6.7 of the First Amended SPA are hereby deleted.

2. SETTLEMENT CLAIMS

The Parties hereto agree that the Purchaser has no existing claims, on whatever basis (be it contractually, in tort or otherwise), on the Seller, the Seller's Group and/or any of their current and/or former Representatives in relation to the Original SPA and/or the First SPA and/or the Company and its Subsidiaries and waives any present and future claims on the Seller, the Seller's Group and/or any of their current and/or former Representatives in relation to the Original SPA and/or the First SPA and/or the Company and its Subsidiaries.

3. COUNTERPARTS

This Agreement may be signed in any number of counterparts and any Party may enter into this Agreement by signing a counterpart.

4. AMENDMENT

This Agreement can only be amended, if such amendment is in writing and signed by all Parties. Evidence to the contrary is hereby excluded (for this purpose, this Agreement is an agreement as to the burden of proof (*bewijsovereenkomst*)).

5. FURTHER ASSURANCE

Each Party shall – at its own cost and expense – sign, execute and deliver such documents and perform such acts as may be reasonably necessary to effect the Transaction and to give the Parties the full benefit of this Agreement.

6. GOVERNING LAW AND JURISDICTION

This Agreement and any contractual or non-contractual obligations arising out of, or in connection with, it are governed by the laws of the Netherlands.

[*signature page follows*]

SIGNATURES

This Agreement has been agreed and entered into as of the date stated at the beginning of it.

INOLIFE R&D INC.

By : *(signed) "Michael Wright"*
Name : Michael Wright
Title : President and CEO

CARE4PHARMA B.V.

By: *(signed) "G.J. van der Meij"*
Name: G.J. van der Meij
Title: CEO

(signed) "A.A.H. van Bragt"
A.A. H. van Bragt
COO

MOSADEX B.V.

By: *(signed) "G.J. van der Meij"*
Name: G.J. van der Meij
Title: CEO

(signed) "A.A.H. van Bragt"
A.A. H. van Bragt
COO

EUROPEAN PHARMA GROUP B.V.

By: *(signed) "Michael Wright"*
Name: Michael Wright
Title: President and CEO

EUROPEAN PHARMA GROUP HONG KONG LTD.

By: *(signed) "Michael Wright"*
Name: Michael Wright
Title: President and CEO

EUROPEAN PHARMA GROUP SHENZHEN LTD.

By: *(signed) "Michael Wright"*
Name: Michael Wright
Title: President and CEO