SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated effective as of the 31st day of March, 2026.

AMONG:

QUANTUM VISION HOLDINGS INC., a company existing under the laws of the Province of Ontario.

(“**Quantum**”)

AND:

THOSE SHAREHOLDERS OF QUANTUM SET FORTH IN SCHEDULE “A” TO THIS AGREEMENT

(collectively, the “**Quantum Shareholders**”)

AND:

ALPHAGEN INTELLIGENCE CORP., a company existing under the laws of British Columbia.

(“**AlphaGen**”)

WHEREAS:

A. The Quantum Shareholders are the registered and beneficial owners of all of the right, title and interest in and to the Quantum Shares (as hereafter defined) issued and outstanding on the date of this Agreement; and

B. The Quantum Shareholders desire to sell to AlphaGen, and AlphaGen desires to purchase from the Quantum Shareholders all of the Quantum Shares, and any other equity interest issued and outstanding immediately prior to Closing (collectively, the “**Purchased Shares**”) in exchange for the Consideration Shares, on the terms and subject to the conditions set out in this Agreement;

THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

1. Definitions and Interpretation

1.1 In this Agreement and in the Schedules and the recitals hereto, the following expressions will have the following meanings unless the context otherwise requires:

(a) “**Adverse Interests**” means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security interest, encumbrance or right, restriction or interest of any nature or kind.

(b) “**Agreement**” means this share purchase agreement and all schedules hereto, in each case as they may be amended or supplemented by the applicable parties.

(c) “**AlphaGen**” means AlphaGen Intelligence Corp., a corporation existing under the laws of the Province of British Columbia.

(d) “**AlphaGen Information**” means all information to be included in the Listing Statement and/or Information Circular, other than the Quantum Informaiton.

(e) “**AlphaGen Licensed IP**” means all Intellectual Property Rights owned by Persons other than AlphaGen and for which AlphaGen has been granted use or other exploitation rights.

(f) “**AlphaGen Meeting**” means the special meeting of the AlphaGen Shareholders to consider, among other things, the Resolution, if the Written Shareholder Consent is not obtained.

(g) “**AlphaGen Options**” means the outstanding options to purchase AlphaGen Shares.

(h) “**AlphaGen Owned IP**” means all Intellectual Property Rights in which AlphaGen holds an ownership interest, excluding AlphaGen Licensed IP.

(i) “**AlphaGen RSUs**” means the restricted share units of AlphaGen;

(j) “**AlphaGen Shareholders**” means the holders of the AlphaGen Shares.

(k) “**AlphaGen Shares**” means the common shares in the capital of AlphaGen.

(l) “**AlphaGen Warrants**” means the common share purchase warrants in the capital of AlphaGen, including the finders’ warrants;

(m) “**Amended Offer**” has the meaning attributed to that term in section 7.2.

(n) “**Applicable Law**” means:

(i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or

(ii) any judgment, Order, ruling, decision, writ, decree, injunction or award,

of any Governmental Authority, statutory body or self-regulatory authority (including a stock exchange), to the extent that the same is legally binding on the person referred to in the context in which the term is used.

(o) “**Applicable Securities Laws**” means the securities legislation and regulations of, and instruments, policies, rules, Orders, codes, notices and interpretation notes of the applicable securities regulatory authorities of the Provinces and Territories of Canada and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder and the polices and rules of the Exchange, as the foregoing may be amended or re-enacted from time to time.

(p) “**Books and Records**” means all books, records, papers and files of the party including research and development records, sales and advertising materials, purchase and sales correspondence, trade association files, lists of customers and suppliers, personnel and employment records, personal information (as such term is defined under applicable privacy laws), accounting and financial records and the minute and share certificate books of the party, in whatever form including electronic, digital and other computer-related media, and all copies, recordings and archives of the foregoing.

(q) “**Closing**” means the completion of the purchase and sale of all the Purchased Shares and other transactions contemplated in this Agreement in accordance with the terms and conditions of this Agreement.

(r) “**Confidential Information**” means all non-public, proprietary or confidential information in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential”, and all Notes, but shall not include information that:

(i) is or becomes generally available to and known by the public (other than as a result of the Recipient’s or its Representatives’ breach of this Agreement);

(ii) is or becomes available to the Recipient or its Representatives from a source other than the Discloser or its Representatives, provided that such source, to the best of the Recipient’s knowledge after reasonable inquiry, was not and is not bound by a confidentiality agreement regarding the Discloser or its affiliates, or otherwise prohibited from disclosing such information by a legal, contractual or fiduciary obligation;

(iii) was already known by or in the possession of the Recipient or its Representatives as established by documentary evidence, prior to being disclosed by or on behalf of the Discloser pursuant to this Agreement; or

(iv) has been or is independently developed by the Recipient or its Representatives as established by documentary evidence, without violating any of its obligations under this Agreement, or use of, in whole or in part, any of the Discloser’s Confidential Information.

(s) “**Consents**” means all consents, approvals and other authorizations required to be obtained in connection with the execution and delivery of this Agreement and the completion of the Transaction, including any required approval of the Exchange.

(t) “**Consideration Shares**” means an aggregate of 24,500,001 AlphaGen Shares.

(u) “**Constating Documents**” means, in the case of AlphaGen, its Certificate of Incorporation, Certificates of Change of Name, Notice of Articles, Articles of Incorporation, and Incorporation Agreement, and in the case of Quantum, its Certificate of Continuance, Articles of Continuance, and its by-laws, and includes all applicable amendments, which are in full force and effect.

(v) “**Contaminant**” means any substance, emission or thing, howsoever occurring, which has, or may have, an adverse effect on the environment, any ecological system or natural resource, the use or enjoyment of property, or human health or safety, and includes any “contaminant” or “pollutant”, any substance defined or regulated as “hazardous”, “toxic” or “dangerous” or any type of “waste”, in each case which is defined or regulated by any Applicable Law and includes, without limitation, petroleum hydrocarbons and fractions thereof, halogenated or chlorinated solvents, asbestos and asbestos-containing materials, and polychlorinated biphenyls.

(w) “**Discloser**” means the party who disclosed Confidential Information to the other party.

(x) “**Exchange**” means the Canadian Securities Exchange.

(y) “**Exchange Escrow Agreement**” means, if applicable, an escrow agreement to be entered into between: applicable directors, officers and insiders (as defined in the Exchange Policies) of AlphaGen and AlphaGen’s transfer agent, as escrow agent pursuant to which certain securities of AlphaGen are held by such applicable directors, officers and insiders may be subject in accordance with applicable Exchange Policies.

(z) “**Exchange Policies**” means the corporate finance manual of the Exchange, as may be amended or restated from time to time.

(aa) “**Exemption**” has the meaning ascribed thereto in section 2.5(a).

(bb) “**Governmental Authority**” means any federal, provincial, state, territorial, municipal government, regulatory authority, government department, agency, commission, board, bureau, tribunal, crown corporation, or court or other law, rule or regulation–making entity having or purporting to have jurisdiction over either party, historically or now.

(cc) “**Governmental Entity**” means any: (a) national, international, multinational, federal, provincial, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau ministry or agency, domestic or foreign; (b) any subdivision, agent, commission, board or authority of any of the foregoing; (c) any quasi-governmental or private body exercising any regulatory, expropriation or governmental entity responsible for the imposition of any tax (domestic or foreign) under or for the account of any of the foregoing; and (d) the CSE;

(dd) “**IFRS**” means International Financial Reporting Standards adopted by the International Accounting Standards Board as may be amended or re-stated from time to time.

(ee) “**Information Circular**” means the information circular and proxy statement to be prepared and sent to AlphaGen Shareholders in connection with the AlphaGen Meeting.

(a) “**Intellectual Property Rights**” means any and all intellectual property, proprietary, and similar rights of every kind and nature anywhere in the world, whether existing now or arising in the future, whether registered or unregistered, and whether or not capable of registration, including all rights in and to: (a) copyrights, copyrightable works, moral rights, and rights of authorship, attribution, integrity, and similar rights; (b) patents, patent applications, invention disclosures, inventions, discoveries, improvements, processes, methods, technologies, and know-how; (c) trademarks, service marks, trade names, logos, slogans, trade dress, brand features, and all goodwill associated therewith; (d) domain names, URLs, social media identifiers, and other source identifiers; (e) industrial designs, design rights, and other rights in the appearance or configuration of products; (f) trade secrets, Confidential Information, proprietary information, business methods, technical data, formulas, algorithms, specifications, and other non-public information; (g) database rights and rights in data, compilations of data, and collections of information; (h) software, source code, object code, firmware, application programming interfaces, protocols, interfaces, architecture, files, records, and documentation; and (i) all applications, registrations, renewals, extensions, continuations, continuations-in-part, divisionals, substitutions, reissues, reexaminations, revivals, restorations, and rights of priority relating to any of the foregoing, together with all causes of action, rights to sue, recover damages, and obtain other remedies for past, present, and future infringement, misappropriation, or other violation of any of the foregoing.

(b) "**Interim Period**" has the meaning ascribed to it in section 7.1.

(c) "**ITA**" means the *Income Tax Ac*t (Canada).

(d) "**Knowledge of AlphaGen**" means the actual knowledge of either Paul Sparkes, Chief Executive Officer or Eli Dusenbury, Chief Financial Officer, after reasonable investigation, and shall also include information existing in the Books and Records of AlphaGen, and without personal liability on the part of such persons.

(e) "**Knowledge of Quantum**" means the actual knowledge of Kyle Klemmer, President and Chief Executive Officer, and Kyle Nazareth, Chief Financial Officer, after reasonable investigation, and shall also include information existing in the Books and Records of Quantum, and without personal liability on the part of such persons and without personal liability on the part of such person.

(f) "**Legal Proceeding**" means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, Governmental Authority or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.

(g) "**Listing Statement**" means the listing statement to be prepared in accordance with the requirements of the Exchange and provided to shareholders of AlphaGen pursuant to the Written Shareholder Consent;

(h) "**Material Adverse Effect**" means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of AlphaGen or Quantum or which would be reasonably expected to prevent in any material respect, materially delay or materially impair the ability of the respective parties to complete the Transaction and to otherwise consummate the Transaction, except any such effect resulting from or arising in connection with:

(i) any adoption, implementation, proposal or change in Applicable Law or any interpretation thereof by any Governmental Authority;

(ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;

(iii) any natural disaster; or

(iv) the announcement of this Agreement or the Transaction, or otherwise contemplated by or arising as a result of the terms of this Agreement;

provided, however, that with respect to clauses (ii) and (iii), such matter does not have a materially disproportionate effect on AlphaGen or Quantum, taken as a whole, relative to other comparable companies and entities operating in the industries in which Quantum operates.

(i) "**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations.*

(j) "**Notes**" means all notes, analyses, summaries, reports and other materials prepared by the Recipient, that are based on or otherwise reflect, to any degree, any of the Confidential Information received by such party.

(k) "**Order**" means any order, writ, judgment, ruling, decree, decision, directive, injunction or award of any competent judicial, Governmental Authority or administrative body or authority.

(l) "**Outside Date**" means July 31, 2026.

(m) "**party**" means each of AlphaGen, Quantum, the Quantum Shareholders, and the Quantum Shareholder's Representative, and "**parties**" means all of them, collectively.

(n) "**Person**" means any individual or any corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

(o) "**Purchase Price**" has the meaning attributed to that term in section 2.2.

(p) "**Purchased Shares"** has the meaning attributed to that term in Recital B to this Agreement.

(q) "**Quantum**" means Quantum Vision Holdings Inc., a corporation continued under the laws of the Province of Ontario.

(r) "**Quantum Information**" means the information to be included in the Filing Statement and/or Information Circular describing Quantum and its business, operations and affairs;

(s) "**Quantum Licensed IP**" means all Intellectual Property Rights owned by Persons other than Quantum and for which Quantum has been granted use or other exploitation rights.

(t) "**Quantum Owned IP**" means all Intellectual Property Rights in which Quantum holds an ownership interest, excluding Quantum Licensed IP.

(u) "**Quantum Shares**" means the common shares in the capital of Quantum.

(v) "**Quantum Shareholders**" means, collectively, the shareholders of Quantum set forth in Schedule "A" to this Agreement.

(w) "**Quantum Shareholders' Representative**" has the meaning set forth in Section 15.1.

(x) "**Recipient**" means the party receiving Confidential Information from another party pursuant to this Agreement and includes any Representative in receipt of any Confidential Information.

(y) “**Representatives**” a party’s affiliates, lawyers, accountants, financial advisors, or other representative of such party.

(z) “**Right to Match**” has the meaning attributed to that term in section 7.2.

(aa) “**Securities Authorities**” means the applicable securities commissions in the Provinces and Territories of Canada.

(bb) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket Orders, notices, directions and rulings issued or adopted by the applicable Securities Authorities, all as amended.

(cc) “**Superior Proposal**” has the meaning attributed to that term in section 7.2.

(dd) “**Transaction**” means the acquisition of all of the Purchased Shares by AlphaGen.

(ee) “**Written Shareholder Consent**” means the written consent of the holders of more than 50% of the AlphaGen Shares to the Transaction and related maters in compliance with Policy 4.6(1) of the Exchange Policies.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) the division of this Agreement into sections, schedules, and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;

(b) all references in this Agreement to “sections” and other subdivisions or schedules are to the designated sections or other subdivisions or schedules of this Agreement;

(c) the words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;

(d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto);

(e) the words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or e-mail;

(f) a “day” shall refer to a calendar day, and references to a “business day” shall refer to any day other than a Saturday, Sunday, or a day that is a statutory holiday in Alberta; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date will be extended and the time period will be deemed to expire on the next business day;

(g) all references to “$” or “dollars” are references to the lawful currency of Canada;

(h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto;

(i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and

(j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

2. Purchase and Sale

2.1 Subject to the terms and conditions of this Agreement, at Closing, the Quantum Shareholders shall sell, assign and transfer to AlphaGen, and AlphaGen shall purchase from the Quantum Shareholders, all right, title and interest in and to the Purchased Shares, free and clear of all Adverse Interests.

2.2 The aggregate purchase price payable to the Quantum Shareholders for the Purchased Shares shall be $8,820,000 (the “**Purchase Price**”) which shall be satisfied in full by the issuance from treasury of an aggregate of 24,500,001 Consideration Shares to the Quantum Shareholders in exchange for their Purchased Shares, on a pro-rata basis pari passu and at a deemed price of approximately $0.36 per Consideration Share, representing an exchange ratio of 1 Consideration Share for each Purchased Share.

2.3 At Closing, AlphaGen shall issue, register and deliver or cause to be delivered to the Quantum Shareholders the applicable number of Consideration Shares payable to them as set out in Schedule “A”, by way of definitive certificates or direct registrations system statements.

2.4 No fractional AlphaGen Shares will be issued pursuant to this Agreement. In the event that a Quantum Shareholder would otherwise be entitled to a fractional security hereunder, the number of securities issued to such Quantum Shareholder shall be rounded up to the next greater whole number of AlphaGen Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all the Quantum Shares registered in the name of or beneficially held by such Quantum Shareholder or their nominee shall be aggregated.

2.5 Each Quantum Shareholder hereby acknowledges and agrees as follows:

(a) the transfer of the Purchased Shares and the issuance of the Consideration Shares in exchange therefor, will be made pursuant to the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106- *Prospectus Exemptions* (the “**Exemption**”);

(b) as a consequence of acquiring the Consideration Shares pursuant to the Exemption:

(i) the Quantum Shareholders will be restricted from using certain of the civil remedies available under Applicable Securities Laws;

(ii) the Quantum Shareholders may not receive information that might otherwise be required to be provided to the Quantum Shareholders, and AlphaGen is relieved from certain obligations that would otherwise apply under Applicable Securities Laws if the Exemption were not being relied upon by AlphaGen;

(iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares;

(iv) there is no government or other insurance covering the Consideration Shares; and

(v) an investment in the Consideration Shares is speculative and high risk; and

(c) upon the original issuance of securities of AlphaGen to any U.S. Person pursuant to this Agreement, and until such time as the same is no longer required under applicable requirements of the US Securities Act or applicable state securities laws, certificates representing such securities and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend: "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF ALPHAGEN VENTURE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO ALPHAGEN VENTURE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) (1) IN ACCORDANCE WITH RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) IN ACCORDANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE; OR (D) PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT, PROVIDED THAT PRIOR TO ANY TRANSFER PURSUANT TO CLAUSES (C) OR (D) ABOVE, AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY ACCEPTABLE TO ALPHAGEN VENTURE CORPORATION SHALL FIRST BE PROVIDED TO THE EFFECT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY STATE SECURITIES LAW. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.", provided, that if any such securities are being sold pursuant to Rule 904 of Regulation S at a time when AlphaGen is a "foreign issuer" within the meaning of Regulation S, the legend may be removed by the holder providing a declaration to the registrar and transfer agent for the applicable securities in a form prescribed by AlphaGen as to matters confirming that the sale is being made in compliance with Rule 904 of Regulation S, together with such additional documentation as AlphaGen or the transfer agent may require, including, if required by AlphaGen's transfer agent, an opinion of counsel of recognized standing or other evidence reasonably satisfactory to AlphaGen, to the effect that such legend is no longer required under applicable requirements of the 1933 Act; and provided, further, that, if the securities are being sold pursuant to Rule 144 under the 1933 Act, if available, the legend may be removed by delivery to the registrar and transfer agent for the applicable securities of an opinion of counsel, of recognized standing reasonably satisfactory to AlphaGen, that such legend is no longer required under applicable requirements of the US Securities Act or state securities laws.

3. Written Shareholder Consent

3.1 AlphaGen will obtain the Written Shareholder Consent on or before April 30, 2026.

3.2 The Parties agree that in the event Written Shareholder Consent is not obtained prior to April 30, 2026, AlphaGen shall call and hold the AlphaGen Meeting as soon as possible and shall put forward the Resolution, provided that AlphaGen shall continue to use its commercially reasonable best efforts to obtain the Written Shareholder Consent with a view to completing the Transaction as expeditiously as possible without the need for holding the AlphaGen Meeting.

4. Listing Statement

4.1 As promptly as possible following the execution of this Agreement and in compliance with Applicable Laws, including Applicable Canadian Securities Laws and Exchange Policies:

(a) AlphaGen shall:

(i) Prepare, in consultation with Quantum, the Listing Statement and cause such statement to be filed on SEDAR+ and provided to holders of AlphaGen Shares who are expected to provide the Written Shareholder Consent;

(ii) Ensure that the Listing Statement is in compliance with all Applicable Laws on the date of issue thereof; and

(iii) Without limiting the generality of the foregoing, AlphaGen shall ensure that the Listing Statement or Information Circular, as the case may be, and the AlphaGen information does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made;

(b) During its preparation, AlphaGen shall provide Quantum and its legal advisors with timely opportunity to review and comment on the Listing Statement and shall consider comments made by Quantum and its advisors;

(c) Quantum shall prepare the Quantum Information, in accordance with Applicable Canadian Securities Laws, for inclusion in the Lising Statement or Information Circular as the case may be, and provide the Quantum Information to AlphaGen in a timely and expeditious manner; and

(d) Quantum shall ensure that the Quantum Information does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

5. Additional Covenants

5.1 AlphaGen covenants and agrees:

(a) except as required to effect the Transaction, to conduct its business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;

(b) to perform and observe the covenants made by it herein;

(c) to cooperate with and assist Quantum in obtaining any required Consents;

(d) to perform and observe matters required to satisfy any other conditions precedent to the completion of the Transaction;

(e) that it will not:

(i) amend its Constating Documents, except as contemplated by this Agreement or as agreed to in writing by Quantum;

(ii) split, combine or reclassify any shares or other securities or declare, set aside or pay any dividends or make any other distributions;

(iii) amend the terms of any outstanding securities except as otherwise contemplated by this Agreement;

(iv) redeem, repurchase or otherwise acquire or offer to redeem, repurchase or otherwise acquire any outstanding shares or other securities, except as contemplated by this Agreement;

(v) issue, grant, deliver, sell, pledge or otherwise encumber, or authorize the issuance, grant, delivery, sale, pledge or other encumbrance of, any debt, shares or other securities, or any options, warrants or similar rights exercisable or exchangeable for or convertible into shares or other securities of AlphaGen, except (i) in connection with the Transaction, or (ii) securities issued and outstanding as of the date of this Agreement;

(vi) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of AlphaGen;

(vii) make any material tax election, information schedule, return or designation, settle or compromise any material tax claim, assessment, reassessment or liability, file any materially amended tax return, file any notice of appeal or otherwise initiate any action with respect to taxes, enter into any material agreement with a Governmental Authority with respect to taxes, surrender any right to claim a material tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension, or waiver of a limitation period applicable to any material tax matter or materially amend or change any of its methods of reporting income, deductions or accounting for income tax purposes except as may be required by Applicable Law;

(viii) except in the ordinary course of business, borrow money or incur any indebtedness for money borrowed, except as otherwise agreed to by Quantum in writing;

(ix) make any material change in AlphaGen’s accounting principles, except as required by concurrent changes in IFRS or pursuant to written instructions, comments or Orders of an applicable Securities Authority;

(x) waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material authorization, right to use, lease or contract other than in the ordinary course, as required by Applicable Law, or where same would not individually or in the aggregate have a Material Adverse Effect;

(xi) except in the ordinary course of business, amend or modify in any material respect or terminate or waive any material right under any material contract or enter into any contract or agreement that would be a material contract if in effect on the date hereof;

(xii) amend, modify, terminate, cancel or let lapse any material insurance policy in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the terminated, cancelled or lapsed policies for substantially similar premiums are in full force and effect;

(xiii) take any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which would reasonably be expected to prevent, materially hinder, delay or otherwise impede the consummation of this Agreement or the Transaction or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect a party's representations and warranties set forth in this Agreement; or

(xiv) authorize, agree, resolve or otherwise commit to do any of the foregoing.

5.2 Quantum covenants and agrees:

(a) to make all applications, as necessary, pursuant to applicable Securities Laws to ensure the Transaction can proceed as an exempt take over bid pursuant to National Instrument 62-104 - *Take Over Bids and Issuer Bids*;

(b) that it will not:

(i) amend its Constating Documents;

(ii) split, combine or reclassify any shares or other securities of Quantum or declare, set aside or pay any dividends or make any other distributions;

(iii) amend the terms of any outstanding securities of Quantum, except as contemplated by this Agreement;

(iv) issue, grant, deliver, sell, pledge or otherwise encumber, or authorize the issuance, grant, delivery, sale, pledge or other encumbrance of, any debt, shares or other securities, or any options, warrants or similar rights exercisable or exchangeable for or convertible into shares or other securities of Quantum;

(v) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Quantum;

(vi) make any material tax election, information schedule, return or designation, settle or compromise any material tax claim, assessment, reassessment or liability, file any materially amended tax return, file any notice of appeal or otherwise initiate any action with respect to taxes, enter into any material agreement with a Governmental Authority with respect to taxes, surrender any right to claim a material tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension, or waiver of a limitation period applicable to any material tax matter or materially amend or change any of its methods of reporting income, deductions or accounting for income tax purposes except as may be required by Applicable Law;

(vii) except in the ordinary course of business, borrow money or incur any indebtedness for money borrowed, except as otherwise agreed to by AlphaGen in writing;

(viii) make any material change Quantum's accounting principles, except as required by concurrent changes in IFRS or pursuant to written instructions, comments or Orders of an applicable Securities Authority;

(ix) waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material authorization, right to use, lease or contract other than, in the ordinary course, as required by Applicable Law, or where same would not individually or in the aggregate have a Material Adverse Effect;

(x) amend or modify in any material respect or terminate or waive any material right under any material contract or enter into any contract or agreement that would be a material contract if in effect on the date hereof;

(xi) amend, modify, terminate, cancel or let lapse any material insurance policy in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the terminated, cancelled or lapsed policies for substantially similar premiums are in full force and effect;

(xii) take any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which would reasonably be expected to prevent, materially hinder, delay or otherwise impede the consummation of this Agreement or the Transaction or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect a party's representations and warranties set forth in this Agreement; or

(xiii) authorize, agree, resolve or otherwise commit to do any of the foregoing.

(c) except as required to effect the Transaction, to conduct its matters required to satisfy any other conditions precedent business and affairs in a manner such that the representations and warranties made by it herein remain true until the time of Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;

(d) to perform and observe the covenants made by it herein;

(e) in a timely and expeditious manner, provide such information with respect to Quantum as AlphaGen may reasonably require in connection with the preparation of its application to the Exchange in connection with this Transaction, and as may be necessary to comply with Applicable Laws and the Exchange Policies;

(f) to fully cooperate with and assist AlphaGen in the preparation any application, listing, filing statement or such other documents required by the Exchange;

(g) to cooperate with and assist AlphaGen in obtaining any required Consents;

(h) to perform and observe the completion of the Transaction; and

(i) prepare and/or provide all information required for AlphaGen as required for the preparation of a business acquisition report as required pursuant to NI 51-102.

5.3 Each of the Quantum Shareholders hereby covenants and agrees:

(a) to cause the representations and warranties made by such Quantum Shareholder herein to remain true until the time of Closing, and to promptly notify the other parties should any of such representations and warranties cease to be true;

(b) in a timely and expeditious manner, provide such information with respect to the Quantum Shareholder as AlphaGen may reasonably require in connection with the preparation of its application to the Exchange in connection with this Transaction, and as may be necessary to comply with Applicable Laws and the Exchange Policies;

(c) to fully cooperate with and assist AlphaGen and Quantum in obtaining any required Consents;

(d) that, at a minimum, the Consideration Shares shall be subject to a contractual restriction on transfer for a period of at least 4 months from the Closing Date and may be subject to longer periods as determined by the Exchange in accordance with Applicable Securities Laws and/or the Exchange Policies and further agrees to execute and deliver any such escrow agreements, including the Exchange Escrow Agreement, upon request of Quantum or AlphaGen;

(e) to perform and observe the covenants made by it herein;

(f) to perform and observe matters required to satisfy any other conditions precedent to the completion of the Transaction;

(g) not to sell, assign, transfer, pledge, encumber, or otherwise dispose of or agree to dispose of any of the Purchased Shares held by them prior to Closing;

(h) not encumber in any manner the Purchased Shares and ensure that as of Closing the Purchased Shares are free and clear of all Adverse Interests whatsoever;

(i) to execute such instruments and documents as may be required in connection with the authority and power of attorney granted to the Quantum Shareholders' Representative under section 15.1; and

(j) prepare and/or provide all information required for AlphaGen as required for the preparation of a business acquisition report as required pursuant to NI 51-102.

5.4 AlphaGen shall apply to the Exchange and diligently pursue obtaining conditional acceptance of the Transaction (including the listing of the Consideration Shares on the Exchange prior to the Outside Date).

6. Representations and Warranties

6.1 Each of the Quantum Shareholders, severally but not jointly, represents and warrants to AlphaGen as follows, and acknowledges that AlphaGen is relying upon these representations and warranties in connection with the purchase of the Purchased Shares, and that this reliance is a right that has been bargained for, and forms part of the consideration in the Transaction:

(a) Capacity and Authority.

(i) if a Quantum Shareholder is a corporation,

(A) the Quantum Shareholder is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation or formation and has all requisite legal and corporate power, capacity and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and

(B) the execution and delivery of this Agreement and the performance of its obligations under those documents have been duly authorized by all necessary corporate action; or

(ii) if a Quantum Shareholder is an individual, the Quantum Shareholder is of full age of majority and has the legal capacity and competence to enter into and execute this Agreement and to perform the Quantum Shareholder’s obligations under this Agreement;

(b) the execution and delivery of this Agreement by the Quantum Shareholder constitutes a valid and binding obligation enforceable against the Quantum Shareholder in accordance with its terms subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(c) the Quantum Shareholder is the legal and beneficial owner of the Purchased Shares and has good title to them, free and clear of any Adverse Interests. At Closing, the Quantum Shareholder will have the absolute and exclusive right to sell its Purchased Shares to AlphaGen as contemplated by this Agreement;

(d) immediately prior to Closing, no Person (other than AlphaGen) has or will have any contract, option or warrant or any right or privilege (whether by law, pre-emptive or contractual granted by a Quantum Shareholder) capable of becoming such for the purchase, subscription, allotment or issuance of any of the Purchased Shares owned by the Quantum Shareholder;

(e) to the knowledge of the Quantum Shareholders, there is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress or threatened against any Quantum Shareholder before any court, regulatory or administrative agency or tribunal;

(f) to the knowledge of the Quantum Shareholders, there are no actions, suits or other Legal Proceedings pending, commenced, or, threatened against any Quantum Shareholder, which might reasonably be expected to have or which might involve the possibility of an Adverse Interests against or with respect to the Purchased Shares.

6.2 Quantum represents and warrants to AlphaGen as follows, and acknowledges that AlphaGen is relying upon these representations and warranties in connection with the purchase of the Purchased Shares, and that this reliance is a right that has been bargained for, and forms part of the consideration in the Transaction:

(a) Quantum is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of continuation;

(b) Quantum has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder;

(c) Quantum has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;

(d) provided the conditions to Closing, as set out in section 8.3 hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the Transaction will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any of Quantum's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which Quantum is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or Orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over Quantum;

(e) Quantum's authorized capital consists of an unlimited number of common shares (being, the Quantum Shares) without par value, of which 24,500,001 Quantum Shares are issued and outstanding on the date of this Agreement, none of which will be issued or outstanding immediately prior to Closing;

(f) all of the Purchased Shares have been issued in compliance with all Applicable Laws including Applicable Securities Laws; Quantum is not a reporting issuer (as such term is defined in the *Securities Act* (Ontario)) and there is no published market for the Purchased Shares. There are less than 50 Quantum Shareholders.

(g) all of the Purchased Shares held by the Quantum Shareholders are held in the proportions set out in Schedule "A" hereto; all of the issued and outstanding Purchased Shares are, and will at the time of Closing be, fully paid and non-assessable securities in the capital of Quantum, and Quantum has not made, declared or authorized any dividend or other distribution on the Purchased Shares or any other securities of

Quantum or purchased or redeemed or agreed to purchase or redeem any of the Purchased Shares or any other securities of Quantum;

(h) as of the time of Closing, no Person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire from the treasury of Quantum, directly or indirectly, any Quantum Shares;

(i) Quantum is not a party to any loan agreement with any of the Quantum Shareholders;

(j) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Purchased Shares or any other securities of Quantum;

(k) other than Quantum Vision, Holdings US, which is a wholly-owned subsidiary, Quantum has no other subsidiaries, or equity ownership in any entity whatsoever;

(l) the Books and Records of Quantum have been maintained in accordance with all applicable statutory requirements and are complete in all material respects, accurate and up-to-date in all material respects and contain and accurately record the business, operations, affairs, development and all financial transactions of Quantum, and contain complete and accurate copies of its Constating Documents and all resolutions, minutes of meetings of its directors and shareholders;

(m) the most recently completed financial statements of Quantum are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of Quantum, as at the date and for the periods indicated therein;

(n) Quantum has no liabilities or obligations of any nature whatsoever, whether known, unknown, due, to become due, direct, indirect, absolute, contingent or otherwise and whether or not required to be accrued on the financial statements of Quantum, except for liabilities or obligations relating to or arising from its subsidiary Quantum Vision Holdings, US, and no matter, fact, circumstance or event has occurred which will give rise to any liability or obligation after Closing of any nature whatsoever;

(o) Quantum has no employees, and there are no liabilities owing to former employees and contractors;

(p) Quantum has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, rules and regulations of each jurisdiction in which its business is carried on and holds necessary licences, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such licenses, permits, approvals, consents, certificates, registrations and authorizations contains any burdensome term, provision, condition or limitation, which has or would reasonably be expected to have a Material Adverse Effect on the operation of its business as now carried on;

(q) there are no actual, pending, contingent or, to the Knowledge of Quantum, threatened Legal Proceedings which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Quantum;

(r) Quantum is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person;

(s) Quantum has no obligations owing under any settlement, release, or termination agreement, or other similar agreement, of any kind;

(t) Quantum is not a party to, or has agreed to enter into, any lease or agreement in the nature of a lease in respect of any real property or personal property, including, any equipment leases, chattel leases, rental agreements, conditional sales agreements and similar agreements, whether as lessor or lessee;

(u) Quantum owns or has adequate rights to use all Quantum Owned IP and Quantum Licensed IP and such Intellectual Property Rights are sufficient for the continued operation of its business after Closing in substantially the same manner as conducted prior to Closing;

(v) to its knowledge, Quantum has not (i) infringed on the Intellectual Property Rights of any Person, and the Quantum Owned IP does not infringe upon any Intellectual Property Rights of any Person, or (ii) received any written charge, complaint, claim, demand, or notice alleging infringement of the Intellectual Property Rights of any Person, and, to Quantum’s knowledge, no Person is infringing upon any Quantum Owned IP;

(w) Quantum does not own any patents, patent applications, registered trademarks and copyrights, applications for trademark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor;

(x) Quantum has maintained commercially reasonable practices for a company of a similar size to protect the confidentiality of Quantum’s trade secrets and, to Quantum’s knowledge, there has been no misappropriation of any such trade secrets by any Person;

(y) no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from Quantum of any of the assets of Quantum;

(z) none of the foregoing representations and warranties and no documents furnished by or on behalf of Quantum or the Quantum Shareholders to AlphaGen in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Purchased Shares seeking full information as to the Purchased Shares, Quantum and its business and affairs.

6.3 AlphaGen represents and warrants to the Quantum Shareholders and acknowledges that the Quantum Shareholders are relying on such representations and warranties, that as of the date of this Agreement and Closing:

(a) AlphaGen is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of formation;

(b) AlphaGen has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder;

(c) AlphaGen has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;

(d) provided the conditions to Closing, as set out in section 8.1, hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the Transaction will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) AlphaGen's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any in-denture, agreement or instrument to which AlphaGen is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or Orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over AlphaGen;

(e) AlphaGen's authorized capital consists of an unlimited number of common shares (being the AlphaGen Shares), of which 21,792,584 AlphaGen Shares are current issued and outstanding, and no more than 46,292,585 will be issued and outstanding on Closing;

(f) AlphaGen is a "reporting issuer" in the provinces of British Columbia, Ontario and Alberta, and is not in default of any reporting requirement under Securities Laws of such provinces;

(g) the Consideration Shares to be issued by AlphaGen pursuant to this Agreement (i) have been duly authorized, and, upon issuance, will be validly issued, fully paid and non-assessable, (ii) subject to receipt of all regulatory and Exchange approvals, will not be issued in violation of the certificate of incorporation, charter, articles or other Constating Documents of AlphaGen, or any agreement, contract, covenant, undertaking, or commitment to which AlphaGen is a party or bound; and (iii) are not subject to any pre-emptive rights, rights of first refusal or other similar rights;

(h) except for the 59,250 AlphaGen Options, 9,249,667 AlphaGen Warrants and 251,250 AlphaGen RSUs, AlphaGen has no securities convertible into AlphaGen Shares;

(i) AlphaGen is not a party to any loan agreement with any of its shareholders;

(j) AlphaGen is not a party to any agreement which would cause or prevent a change in control of AlphaGen;

(k) AlphaGen has no subsidiaries, or equity ownership in any entity whatsoever;

(l) the Books and Records of AlphaGen have been maintained in accordance with all applicable statutory requirements and are complete in all material respects, accurate and up-to-date in all material respects and contain and accurately record the business, operations, affairs, development and all financial transactions of AlphaGen, and contain complete and accurate copies of its Constating Documents and all resolutions, minutes of meetings of its directors and shareholders;

(m) the most recently filed annual and interim financial statements of AlphaGen available on SEDAR+, are based on the Books and Records of AlphaGen, which are true and correct in all material respects, and fairly present the financial condition of AlphaGen at the date thereof and the results of the operations for such periods, in accordance with IFRS. No information has come to the attention of AlphaGen since the dates that AlphaGen's most recent financial statements were issued that would or would reasonably be expected to require any restatement or revision of any of AlphaGen's financial statements;

(n) all information and materials filed by AlphaGen since March 31, 2024 and which is available through the SEDAR+ website as of the date hereof (including all exhibits and schedules thereto and documents incorporated by reference therein) did not, as of their respective dates (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, as of the date of such subsequent filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and complied in all material respects with all applicable legal and Exchange requirements;

(o) Other than as disclosed in the financial statements of AlphaGen, AlphaGen is not aware of any outstanding indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise);

(p) AlphaGen has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, rules and regulations of each jurisdiction in which its business is carried on and holds necessary licences, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, and the same are validly existing and in good standing and none of such licenses, permits, approvals, consents, certificates, registrations and authorizations contains any burdensome term, provision, condition or limitation, which has or would reasonably be expected to have a Material Adverse Effect on the operation of its business as now carried on;

(q) there are no actual, pending, contingent or, to the Knowledge of AlphaGen, threatened Legal Proceedings which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on AlphaGen;

(r) AlphaGen is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person;

(s) AlphaGen has no obligations owing under any settlement, release, or termination agreement, or other similar agreement, of any kind;

(t) AlphaGen owns or has adequate rights to use all AlphaGen Owned IP and AlphaGen Licensed IP of and such Intellectual Property Rights are sufficient for the continued operation of its business;

(u) to its knowledge, AlphaGen has not (i) infringed on the Intellectual Property Rights of any Person, and the AlphaGen Owned IP does not infringe upon any Intellectual Property Rights of any Person, or (ii) received any written charge, complaint, claim, demand, or notice alleging infringement of the Intellectual Property Rights of any Person, and, to AlphaGen's knowledge, no Person is infringing upon any AlphaGen Owned IP;

(v) AlphaGen does not own any patents, patent applications, registered trademarks and copyrights, applications for trademark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor;

(w) AlphaGen is in good standing in respect all obligations due and owing in respect of any material contractual obligations or agreements to which it is bound; and

(x) none of the foregoing representations and warranties and no documents furnished by or on behalf of AlphaGen to Quantum in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Consideration Shares seeking full information as to the Consideration Shares, AlphaGen and its business and affairs.

6.4 The representations and warranties set out herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of termination of this Agreement in accordance with its terms and the date that is 12-months from Closing.

7. Interim Period

7.1 During the period commencing on the date hereof and ending on Closing or earlier termination of this Agreement (the "**Interim Period**"), Quantum shall, with the exception of the transactions contemplated herein, only conduct its business, operations and affairs, and shall not take any action, except, in the ordinary and usual course of business consistent with past practice in all material respects, and will not enter into any material transactions or incur any material liabilities or obligations without first obtaining the prior written consent of AlphaGen, and will otherwise conduct its business, operations and affairs in compliance with all Applicable Laws and regulatory requirements and use all commercially reasonable efforts to maintain and preserve its business, organization, properties, assets, goodwill and business relationships.

7.2 During the Interim Period, Quantum will not, and it will instruct its directors, officers, and agents not to, directly or indirectly, solicit, discuss, encourage or accept any offer for the acquisition of Quantum, Quantum securities and/or the assets of Quantum, whether as a primary or back-up offer, or take any other action with the intention or reasonably foreseeable effect of leading to any commitment or agreement for the acquisition of Quantum's business and/or the assets of Quantum, unless: (i) such offer is not subject to any due diligence, access or financing condition; (ii) the offer is for the acquisition of all of the outstanding common shares of Quantum on the same terms to all shareholders; (iii) Quantum's Board of Directors first determines in good faith that any such offer constitutes a transaction which is more favourable, from a financial point of view, to Quantum and its shareholders than the Transaction; and (iv) after consultation with its outside counsel, that the failure to engage in such discussions or negotiations or other transaction would be inconsistent with the directors' respective fiduciary duties (“**Superior Proposal**”). Upon receipt of a Superior Proposal, Quantum must inform AlphaGen forthwith as to the terms of the Superior Proposal, first orally within two (2) Business Days of receipt of the Superior Proposal, and then in writing within five (5) Business Days of receipt of the Superior Proposal, including all such details regarding the Superior Proposal as reasonably requested by AlphaGen. Thereafter, for a period of thirty (30) days, AlphaGen shall have the right, but not the obligation, to submit an amended offer (“**Amended Offer**”) to match the Superior Proposal (“**Right to Match**”). If AlphaGen elects to exercise such Right to Match by submitting an Amended Offer that matches or exceeds the Superior Proposal, then Quantum shall be obligated to reject the Superior Proposal and to accept the Amended Offer.

7.3 During the Interim Period, each party shall immediately notify the other parties, first orally and then promptly in writing, of any material change as defined in the *Securities Act* (Alberta) and any circumstance or development that is or would, individually or in the aggregate, reasonably be expected to constitute a Material Adverse Effect with respect to such notifying party.

7.4 During the Interim Period, Quantum shall not issue any securities, nor shall Quantum permit any dividends or distributions to be paid.

7.5 In the event that Quantum accepts a Superior Proposal, Quantum shall reimburse AlphaGen for all reasonable expenses incurred by AlphaGen in connection with the Transaction up to and including the date of acceptance of the Superior Proposal, provided that such reimbursement shall not exceed a total amount of $100,000. Such expenses shall include, but are not limited to, fees and expenses of legal counsel, accountants, financial advisors, and other professionals engaged by AlphaGen. Quantum shall pay the reimbursable expenses within thirty (30) days of receiving an itemized statement of such expenses from AlphaGen.

8. <u>Conditions of Closing</u>

8.1 Quantum and the Quantum Shareholders, respectively, shall not be obligated to complete the sale of the Purchased Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, or waived by the Quantum Shareholders’ Representative, it being understood that the said conditions are included for the exclusive benefit of Quantum and the Quantum Shareholders:

(a) the Board of Directors of AlphaGen, and if required, the AlphaGen Shareholders shall have approved the Transaction as contemplated in this Agreement, in accordance with the Constating Documents of Quantum, the Exchange Policies, and all Applicable Laws;

(b) the receipt of all Consents or approvals contemplated by this Agreement or that are necessary or advisable for the consummation of the Transaction, in form and content and upon such conditions, if any, acceptable to Quantum, and all such approvals being in full force and effect; including, but not limited to, receipt of all necessary approvals from the Exchange of the Transaction and for the listing thereon of the post-Consolidation AlphaGen Shares, including the Consideration Shares issuable in connection with the Transaction (subject to the Exchange’s listing requirements), all on terms satisfactory to each of the parties hereto, acting reasonably;

(c) the representations and warranties of AlphaGen in this Agreement shall be true and correct in all material respects at Closing, except to the extent any such representation or warranty is qualified by materiality or Material Adverse Effect or similar language, in which case such representation and warranty is true and correct in all respects, in each case, as of the date hereof (other than those representations, warranties, and other statements that relate solely to an earlier date);

(d) the covenants and conditions of AlphaGen to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;

(e) AlphaGen shall have no undisclosed liabilities or encumbrances, except for liabilities incurred in connection with the Transaction and disclosed in writing and agreed to by Quantum;

(f) Closing shall have occurred prior to the Outside Date;

(g) during the Interim Period, there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on AlphaGen; and

(h) during the Interim Period, there shall have been no Order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the Transaction.

8.2 If any condition in section 8.1 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Quantum Shareholders or Quantum to comply with their obligations under this Agreement, then Quantum and the Quantum Shareholders may, without limiting any rights or remedies available to Quantum at law or in equity, either:

(a) terminate this Agreement by notice to AlphaGen; or

(b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

8.3 AlphaGen shall not be obligated to complete the purchase of the Purchased Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of AlphaGen:

(a) the Board of Directors of Quantum, and if required, the Quantum Shareholders shall have approved the Transaction as contemplated in this Agreement, in accordance with the Constating Documents of Quantum, the Exchange Policies, and all Applicable Laws;

(b) the receipt of all Consents or approvals contemplated by this Agreement or that are necessary or advisable for the consummation of the Transaction, including, in form and content and upon such conditions, if any, acceptable to AlphaGen, and all such approvals being in full force and effect but not limited to, receipt of all necessary approvals from the Exchange of the Transaction and for the listing thereon of the post-Consolidation common shares in the capital of AlphaGen, including the Consideration Shares issuable in connection with the Transaction (subject to the Exchange's ordinary listing requirements), all on terms satisfactory to each of the parties hereto, acting reasonably;

(c) the representations and warranties of Quantum and the Quantum Shareholders in this Agreement shall be true and correct in all material respects at Closing, except to the extent any such representation or warranty is qualified by materiality or Material Adverse Effect or similar language, in which case such representation and warranty is true and correct in all respects, in each case, as of the date hereof (other than those representations, warranties, and other statements that relate solely to an earlier date);

(d) the covenants and conditions of Quantum and the Quantum Shareholders to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;

(e) Quantum shall have no undisclosed liabilities or encumbrances;

(f) the Exchange Escrow Agreement, if required by the Exchange, shall have been executed by all parties thereto and delivered to AlphaGen;

(g) the Quantum Shareholders, collectively, shall own all of the outstanding Quantum Shares, and there shall be no other outstanding Quantum Shares or rights to acquire Quantum Shares;

(h) all of the Quantum Shareholders shall have signed this Agreement, and the Quantum Shareholders and Quantum shall have made the deliveries required by this Agreement, including, without limitation, Section 9.2;

(i) Closing shall have occurred prior to the Outside Date;

(j) during the Interim Period, there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on Quantum; and

(k) during the Interim Period, there shall have been no Order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of Transaction.

8.4 If any condition in section 8.3 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of AlphaGen to comply with its obligations under this Agreement, then AlphaGen may, without limiting any rights or remedies available to AlphaGen at law or in equity, either:

(a) terminate this Agreement by notice to Quantum; or

(b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

9. <u>Closing</u>

9.1 The Closing shall take place electronically and at such time and date as may be agreed upon by the parties, provided that such date is prior to the Outside Date.

9.2 At Closing Quantum, the Quantum Shareholders' Representative and the Quantum Shareholders, as applicable, shall deliver or cause to be delivered to AlphaGen the following documents:

(a) a certificate of a senior officer of Quantum (without personal liability) dated as of Closing certifying that the representations and warranties of Quantum contained herein are true and correct in all material respects as of Closing except to the extent any such representation or warranty is qualified by materiality or Material Adverse Effect or similar language, in which case such representation and warranty is true and correct in all respects, in each case, as of the date hereof (other than those representations, warranties, and other statements that relate solely to an earlier date) and that the covenants and conditions to be performed by the Quantum Shareholders prior to or at Closing have been performed and observed in all material respects;

(b) a certificate of a senior officer of Quantum (without personal liability) dated as of Closing certifying: (i) the Constating Documents of Quantum; and (ii) resolutions of the Board of Directors of Quantum, approving the Transaction and this Agreement, and all ancillary transactions and agreements contemplated thereunder;

(c) a certificate of good standing with respect to Quantum issued within two days of Closing;

(d) duly executed stock transfer power of attorney from each Quantum Shareholder to deliver and transfer all Purchased Shares to AlphaGen in accordance with this Agreement;

(e) issuance instructions for the Consideration Shares issued to Quantum Shareholders pursuant to the Transaction;

(f) a direct registration statement or such other evidence representing the Purchased Shares duly registered in the name of AlphaGen;

(g) a copy of the shareholder register of Quantum certified by a senior officer of Quantum (without personal liability) as of (i) immediately before and (ii) immediately after Closing; and

(h) a copy of the Exchange Escrow Agreement, if required, executed by each Quantum Shareholder subject thereto.

9.3 At Closing, AlphaGen shall deliver or cause to be delivered to Quantum and the Quantum Shareholders the following documents:

(a) a certificate of a senior officer of AlphaGen (without personal liability) dated as of Closing certifying that the representations and warranties of AlphaGen contained herein are true and correct in all material respects as of Closing, except those representations except to the extent any such representation or warranty is qualified by materiality or Material Adverse Effect or similar language, in which case such representation and warranty is true and correct in all respects, in each case, as of the date hereof (other than those representations, warranties, and other statements that relate solely to an earlier date), and that the covenants and conditions of AlphaGen to be performed prior to or at Closing have been performed and observed in all material respects;

(b) a certificate of a senior officer of AlphaGen (without personal liability) dated as of Closing certifying: (i) the Constating Documents of AlphaGen; and (ii) resolutions of the Board of Directors of AlphaGen, and, if required and as applicable, the AlphaGen Shareholders, approving, the Transaction and this Agreement and including the issuance of the Consideration Shares and all ancillary transactions and agreements contemplated thereunder;

(c) a certificate of good standing of with respect to AlphaGen issued within two days of Closing;

(d) direct registration statements or other evidence showing the Consideration Shares, duly issued and registered to the Quantum Shareholders as instructed in writing by the Quantum Shareholders' Representative; and

(e) executed letters of resignations of all the current directors and officers of Quantum, effective on Closing.

10. Termination

10.1 This Agreement may be terminated by the mutual consent of the parties or in the following circumstances:

(a) by either Quantum or AlphaGen if Closing has not occurred on or before the Outside Date by providing notice to the other and the Quantum Shareholders' Representative;

(b) by Quantum if AlphaGen is in default of any covenant on its part to be performed hereunder, Quantum has given written notice to AlphaGen of such default, and AlphaGen has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to Quantum's reasonable satisfaction; and

(c) by AlphaGen if any of the Quantum Shareholders or Quantum is in default of any covenant on its part to be performed hereunder, AlphaGen has given written notice to the Quantum Shareholders' Representative on behalf of the Quantum Shareholders and Quantum of such default, and the Quantum Shareholders and/or Quantum in default has not cured such default within fourteen (14) days of such notice to AlphaGen's reasonable satisfaction.

10.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement, except this section 10.2 and sections 12, 13 and 15 which provisions shall survive such termination. Each party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

11. <u>Notices</u>

11.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

(a) If to Quantum or the Quantum Shareholders at:

Quantum Vision Holdings Inc.
[redacted]

[redacted]

With a copy to (which shall not constitute notice):

Borden Ladner Gervais LLP
[redacted]

[redacted]

(b) If to AlphaGen at:

AlphaGen Intelligence Corp.
[redacted]

[redacted]

With a copy to (which shall not constitute notice):

Sebastian Lowes Law Corporation (DBA LowesLaw)
[redacted]

[redacted]

and such shall be deemed to have been given if effected by personal delivery, or email or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day.

11.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified will be the address of such party for the purpose of giving notice hereunder.

12. Expenses

12.1 Each of the parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial, tax and investment advisors, brokers and finders.

13. Disclosure and Confidentiality

13.1 This Agreement and All information provided to or received by the parties hereunder shall be treated as Confidential Information.

13.2 The Recipient shall use the Confidential Information solely for purpose of giving effect to the Transaction and, other than as expressly provided in this section 13, shall not disclose the Confidential Information without prior written approval of the Discloser other than to Representatives who: (i) need access to such information to give effect to this Transaction; (ii) are informed of its confidential nature; and (iii) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein.

13.3 The Recipient shall protect the Confidential Information from unauthorized use, access or disclosure using no less than a reasonable degree of care. The Recipient will be responsible for any breach of this Agreement caused by its Representatives.

13.4 Subject to the provisions of this section 13, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting of factual data shall not be unreasonably withheld.

13.5 The Recipient shall not disclose or upload any Confidential Information or agreement or document containing Confidential Information to any artificial intelligence platform or software, or electronic service used for the purpose of evaluating agreements without the written consent of the Discloser.

13.6 On the Discloser’s request, the Recipient shall, at the Discloser’s discretion, promptly return to the Discloser or destroy all of the Confidential Information in its and its Representatives’ possession, other than the Notes, and destroy all Notes and, at the Discloser’s written request, certify in writing that the Confidential Information has been destroyed; provided that the Recipient may retain copies of the Confidential Information that are stored on the Recipient’s information technology backup and disaster recovery systems until the ordinary course deletion thereof. Notwithstanding the return or destruction of the parties’ Confidential Information, the parties and each of their Representatives shall continue to be bound by terms and conditions of this Agreement with respect to such retained Confidential Information.

13.7 The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise: (a) as of the date of this Agreement, was in the public domain; (b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

(c) was information that the disclosing party or its affiliates were required to disclose pursuant to the Order of any Governmental Authority or judicial authority.

13.8 If a Recipient including its Representatives is required to disclose the other party's Confidential Information by the Exchange or otherwise pursuant to Applicable Law or valid Order of any Governmental Authority or judicial authority, the Recipient shall notify the other party of such requirements so that the other party (being, the Discloser) may seek, at the Discloser's sole cost and expense, a protective order or other remedy, and the Recipient shall reasonably assist the Discloser therewith. If the Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use best efforts to ensure that such Confidential Information is afforded confidential treatment.

14. Public Announcements

14.1 So long as this Agreement is in effect, the parties shall advise, consult and cooperate with each other prior to issuing, or permitting any of their respective directors, officers, employees or agents to issue, any news release or other public statement (whether written or oral) to the press or any third party with respect to this Agreement and the Transaction. Each such party shall not issue any such news release or make any such written public or private statement prior to such consultation, except as may be required by Applicable Law or as required by the Exchange and only after using its reasonable efforts to consult with the other party taking into account the time constraints to which it is subject as a result of such Applicable Law or obligation.

15. Quantum Shareholders' Representative – Power of Attorney

15.1 By executing this Agreement, each Quantum Shareholder and Quantum does hereby constitute and appoint Kyle Klemmer as its representative (the "**Quantum Shareholders' Representative**") and its true and lawful attorney in fact, with full power and authority in its name and on its behalf:

(a) to act in his absolute discretion with respect to all matters relating to this Agreement, including execution and delivery of any amendment of, or supplement to, this Agreement, any waiver of any condition under, or right arising out of, this Agreement, and any termination of this Agreement;

(b) to negotiate, execute and deliver any and all escrow documents, agreements or other instruments, including the Exchange Escrow Agreement, and to do all such other acts and things for and on behalf of the Quantum Shareholders that the Quantum Shareholders' Representative may deem necessary or desirable in connection with the Transaction and all matters related thereto;

(c) in general, to do all things and to perform all acts, including receiving notices on behalf of the Quantum Shareholders, negotiating, executing and delivering all agreements, certificates, receipts, instructions, and other instruments, by, or deemed advisable to complete the Transaction;

15.2 This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged. Such power of attorney and other rights and privileges granted under this Section 15 will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Quantum Shareholder and extends to their heirs, executors, administrators, other legal representatives and successors, transferees and assigns.;

15.3 AlphaGen will be entitled to rely upon any document or other instrument delivered by the Quantum Shareholders' Representative, in that capacity, as being authorized by all of the Quantum Shareholders, and AlphaGen will not be liable to any Quantum Shareholder for any action taken or not taken by AlphaGen based on that reliance.

15.4 Any person dealing with Quantum or AlphaGen may conclusively presume and rely upon the fact that any document, instrument or agreement signed by the Quantum Shareholders' Representative under this section 15 or any action taken by the Shareholders' Representative under this section 15 is authorized and binding on the Quantum Shareholder, without further inquiry.

15.5 Each Quantum Shareholder agrees to be bound by any representations or actions properly made or taken by such attorney and waives any defences that may be available to contest, negate or disaffirm any action of such attorney taken under this power of attorne.

15.6 The mandate of the Quantum Shareholders' Representative under this Section 15 will terminate immediately following Closing, or upon the earlier termination of this Agreement.

16. General

16.1 This Agreement constitutes the entire agreement among the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

16.2 The parties shall from time to time prior to or after Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

16.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the relevant parties hereto or the Quantum Shareholders' Representative, as applicable. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

16.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

16.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

16.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that AlphaGen may assign this Agreement to any affiliate or successor entity without consent in connection with a merger, consolidation, or sale of all or substantially all of its assets. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. For the purposes of all Legal Proceedings, this Agreement shall be deemed to have been made and performed in Alberta, and the parties hereby irrevocably agree that the courts of Alberta shall have exclusive jurisdiction to entertain any action arising under this Agreement.

16.8 This Agreement may be executed and delivered in two or more counterparts and by electronic delivery. Each such counterpart, electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

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

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

QUANTUM VISION HOLDINGS INC.

Per: /s/ Kyle Klemmer
Name: Kyle Klemmer
Title: President & CEO

ALPHAGEN INTELLIGENCE CORP.

Per: /s/ Paul Sparkes
Name: Paul Sparkes
Title: CEO

[Quantum Shareholders' signature pages follow]

"signed"

All Shareholders

SCHEDULE "A"
LIST OF CURRENT SHAREHOLDERS