
SHARE PURCHASE AGREEMENT

Made as of February 11, 2025

AMONG

TREATMENT.COM AI INC.

and

ROCKET DOCTOR INC.

and

THE SELLERS IDENTIFIED HEREIN

and

THE SELLERS' REPRESENTATIVE

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SHARE PURCHASE AGREEMENT

This Agreement is made as of February 11, 2025, among

TREATMENT.COM AI INC., of 700 - 838 West Hastings Street, Vancouver,
British Columbia, V6C 0A6
(the “**Buyer**”)

and

ROCKET DOCTOR INC., of 180 John Street, Toronto, Ontario, M5T 1X5
(the “**Company**”)

and

THE SELLERS IDENTIFIED HEREIN
(collectively the “**Sellers**”)

and

HARRY CHERNIAK, solely in his capacity as the agent of the Sellers in accordance with
Section 12.13
(the “**Sellers’ Representative**”)

RECITALS

- A. The Sellers are the registered and beneficial owners of the Purchased Shares (as defined below).
- B. Rocket Doctor, Inc., a Delaware corporation, is a wholly-owned subsidiary of the Company (together with the Company, the “**Acquired Companies**”).
- C. The Buyer wishes to pay a portion of the SAFE Settlement Amount (as defined below) to the Company on the Closing Date in order to allow the Company to satisfy a portion of the SAFE Settlement Amount.
- D. The Buyer wishes to purchase the Purchased Shares and the Purchased Option Shares (as defined below), in each case, on and subject to the terms and conditions of this Agreement and the SPA Joinders.

FOR VALUE RECEIVED, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

In this Agreement:

- (1) “**12 Month Milestone Payment**” has the meaning in Section 2.2(2)(b).
- (2) “**12 Month Milestone Period**” means the period ending on the 12-month anniversary of the Closing Date.
- (3) “**24 Month Milestone Payment**” has the meaning in Section 2.2(2)(c).

- (4) **“24 Month Milestone Period”** means the period ending on the 24-month anniversary of the Closing Date.
- (5) **“Acceleration Notice”** has the meaning in Section 2.2(2)(g).
- (6) **“Acquired Companies”** has the meaning in the Recitals.
- (7) **“Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person, where “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- (8) **“Aggregate Claim Threshold”** has the meaning in Section 10.6.
- (9) **“Agreed Form”** means, with respect to a contract or other document, that such contract or other document is in a form acceptable to all parties to that contract or other document, each acting reasonably.
- (10) **“Agreement”** means this share purchase agreement, as it may be amended from time to time, and all schedules to this agreement.
- (11) **“Annual Recurring Revenue”** means the total value over the proceeding twelve months of all recognized revenues in accordance with IFRS, plus all otherwise contracted for revenue commitments from customers, stemming from or related to all ongoing revenue sources. Annual Recurring Revenue shall exclude any unusual one-time fees or sources of revenue. For example, for illustrative purposes only, such calculation will include all provider support fees, platform fees, private pay revenues, multi-month business to business deals (such as pharmacy partnerships, advertising agreements with service providers, EMR white-labeling, technology licensing agreements, practice group administration, etc.), while excluding one-off payments, gains on disposals of assets, and government grants and incentives.
- (12) **“Annual Recurring Revenue Surplus”** has the meaning in Section 2.2(2)(e).
- (13) **“Applicable Law”** means, in respect of any Person, property, transaction, event or other matter, any present or future law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty or Order, domestic or foreign, applicable to that Person, property, transaction, event or other matter and having the force of law, and all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines and policies of any Governmental Authority having or purporting to have authority over the Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.
- (14) **“Applicable Privacy Laws”** means all Applicable Laws concerning the processing, protection, security, use, storage or other handling of Personal Information, including (i) the *Personal Information Protection and Electronic Documents Act* (Canada) and all substantially similar provincial legislation; (ii) all Applicable Laws governing personal health information including without limitation the *Personal Health Information Act* (Ontario); (iii) all Applicable Laws governing Personal Information that is processed, used, collected, stored or otherwise handled (directly or indirectly) by or on behalf of federal or provincial public bodies or institutions; (iv) CASL; (v) Part VII.1 of the *Competition Act* (Canada); (vi) the *Criminal Code* (Canada); (vii) an *Act to establish a legal framework for information technology* (Quebec); and (viii) an *Act to modernize legislative provisions as regards the protection of personal information* (Quebec), and all regulations each thereto, each as amended or supplemented from time to time.
- (15) **“BDC”** means the Business Development Bank of Canada.

- (16) **“BDC Loan”** means the loan in the amount of \$350,000 advanced to the Company by BDC pursuant to the letter of offer dated August 10, 2023.
- (17) **“BDC Loan Guarantee”** means the personal guarantee of William Cherniak provided in favour of BDC in respect of the BDC Loan.
- (18) **“Business”** means the business operated by the Acquired Companies as at the date of this Agreement.
- (19) **“Business Day”** means a day on which banks are open for business in Vancouver, British Columbia and Toronto, Ontario, but does not include a Saturday, Sunday and any other day which is a legal holiday in either such city.
- (20) **“Business Intellectual Property”** means all Intellectual Property used or held for use by the Acquired Companies in connection with the operation of the Business, including all such Intellectual Property owned by the Acquired Companies and all such Intellectual Property owned by another Person.
- (21) **“Buyer Financial Statements”** means collectively: (i) the unaudited condensed interim consolidated financial statements for the nine months ended September 30, 2024; and (ii) the audited consolidated financial statements for the years ended December 31, 2023 and 2022, together with the notes to such financial statements.
- (22) **“Buyer’s Indemnified Parties”** means the Buyer and its directors, officers, employees and agents.
- (23) **“Buyer Loan”** has the meaning in Section 3.1.
- (24) **“Calculation Period”** means the 12 Month Milestone Period and/or the 24 Month Milestone Period, as applicable.
- (25) **“Claim Notice”** has the meaning in Section 10.4(1).
- (26) **“Client”** means a client of the Company that has been invoiced by the Acquired Companies in the three years prior to the Closing Date.
- (27) **“Closing”** means the completion of the Purchase on the Closing Date.
- (28) **“Closing Balance Sheet”** means the balance sheet of the Company contained in the Closing Financial Statements.
- (29) **“Closing Consideration Shares”** has the meaning in Section 2.2(2)(a).
- (30) **“Closing Date”** means April 1, 2025, or such other date as may be agreed by the Parties.
- (31) **“Closing Financial Statements”** means the unaudited financial statements of the Company as at and for the fiscal period ended as of the Closing Time, consisting of a balance sheet and an income statement (profit and loss) for the period then ended, prepared in accordance with GAAP, consistently applied with those standards used in the preparation of the Company Financial Statements.
- (32) **“Closing SAFE Amount”** has the meaning in Section 2.1.
- (33) **“Closing Time”** means 12:00 p.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Parties may agree upon in writing.

(34) **“Company Financial Statements”** means the unaudited financial statements of the Company as at and for the fiscal year ended March 31, 2024, consisting of a balance sheet, statement of profit and loss, statement of retained earnings and deficit and statement of changes in financial position for the period then ended, together with the notes to such financial statements, copies of which are attached hereto as Schedule 1.1(34).

(35) **“Company Option Plan”** means the 2021 equity incentive plan of the Company dated February 21, 2021, as amended.

(36) **“Computer Databases”** means all electronic records, data and collections of the foregoing that can be accessed or read by a computer.

(37) **“Computer Software”** means all types of computer software programs including operating systems, application programs, software tools, firmware and software imbedded in equipment, including both object code and source code versions thereof and all written or electronic materials that explain the structure or use of software or that were used in the development of software, including logic diagrams, flow charts, code notes, procedural diagrams, error reports, manuals and training materials.

(38) **“Consent”** means any consent, approval, ratification, permit, waiver, ruling, exemption or acknowledgement from any Person which is provided for or required in respect of or pursuant to the terms of any Contract in connection with the sale of the Purchased Shares to the Buyer on the terms contemplated in this Agreement, to permit the Acquired Companies to carry on the Business after the Closing Date, or which is otherwise necessary to permit the Parties to perform their obligations under this Agreement.

(39) **“Consideration”** has the meaning in Section 2.2(1).

(40) **“Contingent Purchase Price Shares”** has the meaning in Section 2.2(2)(f).

(41) **“Continuing Employees”** has the meaning in Section 2.10(1).

(42) **“Contracts”** means all written contracts, agreements, leases, licences, arrangements, sale orders or other legally binding agreement, instrument, arrangement, promise, obligation, understanding, undertaking or commitment, whether express or implied, to which an Acquired Company is a party or by which the Acquired Companies or any of their properties or assets or the Business is bound, or under which the Acquired Companies have rights.

(43) **“Corporate Seller”** means a Seller that is a corporation or other body corporate.

(44) **“CSE”** means the Canadian Securities Exchange.

(45) **“Damages”** means, whether or not involving a Third Party Claim, any and all loss, liability, cost, claim, interest, fine, penalty, assessment, damages available at law or in equity, expense, including the costs and expenses of any action, application, claim, complaint, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto (including the reasonable costs, fees and expenses of legal counsel).

(46) **“Determination Date”** has the meaning in Section 2.2(2)(f).

(47) **“Direct Claim”** has the meaning in Section 10.4(1).

(48) **“Effective Date”** means the date of this Agreement.

(49) **“Employment Agreements”** means the Canadian employment agreements between the Company and each of William Cherniak and Harry Cherniak, and the U.S. employment agreement between Rocket

Doctor, Inc., and Harry Cherniak (which shall be on substantially similar terms as the Canadian employment agreement), each in Agreed Form.

(50) “**Encumbrance**” means any charge, mortgage, lien, pledge, claim, restriction, security interest or other encumbrance, whether created or arising by Contract, statute or otherwise at law, attaching to property, interests or rights.

(51) “**Environmental Law**” means any Applicable Law, Contract with any Governmental Authority, or other statutory requirement relating to public health and safety, occupational health and safety, the protection of the environment or the manufacture, generation, processing, distribution, use, treatment, storage, disposal, release, transport, handling or remediation of hazardous substances, and all authorizations and permits issued pursuant to such Applicable Law, Contracts or statutory requirements, or principles of common law or equity, and whether any of the foregoing comes into force before or after the date of this Agreement.

(52) “**Financial Records**” means all books of account and other financial data and information of the Acquired Companies and includes all records, data and information stored electronically, digitally or on computer-related media, but does not include the Company Financial Statements.

(53) “**GAAP**” means generally accepted accounting principles as set forth in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with accounting standards for private enterprises.

(54) “**Governmental Authority**” means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government department, body, ministry, agency, tribunal, commission, board, court, bureau or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, and includes the CSE.

(55) “**Harmful Code**” means any mechanism, device or computer code designed or intended to have, or intended to be capable of performing, any of the following functions: (a) disrupting, disabling, harming, interfering or otherwise impeding in any manner the operation of, or providing unauthorized access to, computer hardware, a computer system or network or other device on which such mechanism, device or computer code is stored or installed; or (b) collecting, damaging or destroying any information, data or file, in each case, without the user’s consent.

(56) “**IFRS**” means International Financial Reporting Standards.

(57) “**Indebtedness**” of a Person means, without duplication: (a) all debts and liabilities of that Person for borrowed money; (b) all capital leases of that Person; (c) all debts and liabilities of that Person representing the deferred acquisition cost of property and services; (d) all guarantees given by that Person.

(58) “**Indemnified Party**” means a Party that is entitled to or seeks indemnification pursuant to Article 7.

(59) “**Indemnifying Party**” means a Party that is required to indemnify an Indemnified Party, or against which indemnification is sought, pursuant to Article 7.

(60) “**Indemnity Cap**” has the meaning in Section 10.6.

(61) “**Independent Accountant**” has the meaning in Section 2.2(2)(d)(ii).

(62) “**Industry Security Standards**” means recognized and reputable security standards, guidelines and frameworks commonly used by Persons processing Personal Information and other sensitive data.

- (63) **“Information Security Program”** has the meaning in Section 4.9(3)(a).
- (64) **“Intellectual Property”** means:
- (a) all patents, patent rights, patent applications, reissues, continuations, continuations-in-part, re-examinations, divisional applications and analogous rights to them, and inventions and discoveries owned or used by the Acquired Companies in the Business;
 - (b) all trademarks, trademark applications and registrations, signs, trade dress, service marks, logos, slogans, brand names and other identifiers of source owned or used by the Acquired Companies in the Business;
 - (c) all copyrights and copyright applications and registrations owned or used by the Acquired Companies in the Business;
 - (d) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used by the Acquired Companies in the Business;
 - (e) all trade names, trade name registrations, business names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses, social media accounts and social media handles and other communication addresses owned or used by the Acquired Companies in the Business;
 - (f) all Computer Software, Computer Databases and applications software, including all documentation relating to them and the latest revisions of all related object and source codes for them to the extent in the possession and control of the Acquired Companies, owned or used by the Acquired Companies in the Business;
 - (g) all rights and interests in and to processes, lab journals, notebooks, data, databases, confidential information, trade secrets, designs, know-how, technical information, product formulae and information, manufacturing, engineering and other technical drawings and manuals, technology, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information owned or used by the Acquired Companies in the Business;
 - (h) all integrated circuit topographies, integrated circuit topography applications and registrations, mask works, mask work applications and registrations and analogous rights to them owned or used by the Acquired Companies in the Business;
 - (i) all other Intellectual Property Rights used by the Acquired Companies in carrying on, or arising from the operation of, the Business, and foreign equivalents or counterpart rights, in any jurisdiction throughout the world;
 - (j) all licences granted by the Acquired Companies of the intellectual property described in paragraphs (a) to (i) above;
 - (k) all licences granted to the Acquired Companies of the intellectual property described in paragraphs (a) to (i) above; and
 - (l) all goodwill associated with any of the foregoing.

(65) **“Intellectual Property Rights”** means all rights in Intellectual Property, including all rights to enforce rights and obtain remedies, including compensation for violation of any Intellectual Property against third parties.

(66) **“Interim Period”** means the period from and including the Effective Date to and including the Closing Date.

(67) **“IT Systems”** has the meaning in Section 4.9(2).

(68) **“Licence”** means any licence, permit, authorization, approval or other evidence of authority issued or granted to, conferred upon, or otherwise created for the Company by any Governmental Authority.

(69) **“Licensed Database”** means any Computer Database owned by another Person and licensed to or otherwise used by the Acquired Companies in connection with the Business.

(70) **“Licensed Software”** means any Computer Software owned by another Person and licensed to or otherwise used by the Acquired Companies in connection with the Business, except for Off-the-Shelf Software.

(71) **“Market Price”** of the Treatment.com Shares at the applicable date means the volume weighted average of the trading price per Treatment.com Share for each day there was a closing price for the 20 consecutive trading days ending on the Business Day prior to such date on the CSE, or if on such date the Treatment.com Shares are not listed on the CSE, on such stock exchange upon which such Treatment.com Shares are listed and as selected by the directors of the Buyer, or, if such Treatment.com Shares are not listed on any stock exchange then on such over-the-counter market as may be selected for such purpose by the directors of the Buyer, or if such Treatment.co Shares are not listed on any stock exchange or over-the-counter market then such price as may be determined by the board of directors of the Buyer acting reasonably.

(72) **“Material Adverse Effect”** means, in respect of the Buyer or the Company, any event, occurrence, fact, condition or change that is, in the aggregate, materially adverse to (a) the business, results of operations, financial condition or assets of such Party and its subsidiaries, on a consolidated basis; or (b) the ability of such Party to consummate the transactions contemplated hereby; *provided that* “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to:

- (a) general economic or political conditions;
- (b) conditions generally affecting the industries in which such Party and its subsidiaries operates;
- (c) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates;
- (d) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof;
- (e) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of other Party;
- (f) any changes in Applicable Laws or accounting rules (including GAAP and IFRS) or the enforcement, implementation or interpretation thereof;

- (g) any natural or man-made disaster or acts of God;
- (h) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with such Party;
- (i) general outbreaks of illness; or
- (j) any failure by such Party to meet any internal or published projections, forecasts or revenue or earnings predictions, *provided that* the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded.

provided, that, in the case of clauses (a) to (d) and (f) to (j) with respect to the Company, such changes, events or occurrences do not have a disproportionate effect on the Business, relative to other comparable Persons operating in the industry in which the Business operates.

(73) **“Material Contracts”** means all Contracts falling within the following categories to which the Company is a party or its assets or properties are bound:

- (a) any Contract that is reasonably expected to involve payments to or from the Acquired Companies in excess of \$25,000 over the term of such Contract;
- (b) all Contracts evidencing Indebtedness of the Acquired Companies; and
- (c) any other Contract which is otherwise material to the Acquired Companies or entered into outside of the Ordinary Course of Business.

(74) **“Milestone Calculation”** has the meaning in Section 2.2(2)(d)(i).

(75) **“Milestone Calculation Delivery Date”** has the meaning in Section 2.2(2)(d)(i).

(76) **“Milestone Calculation Objection Notice”** has the meaning in Section 2.2(2)(d)(i).

(77) **“Milestone Calculation Statement”** has the meaning in Section 2.2(2)(d)(i).

(78) **“Milestone Payment”** means the 12 Month Milestone Payment and/or the 24 Month Milestone Payment, as applicable.

(79) **“Non-Disclosure Agreement”** means the mutual non-disclosure agreement dated November 28, 2024 between the Buyer and the Company.

(80) **“Off-the-Shelf Software”** means commercially available off-the-shelf Computer Software where the aggregate payments under the applicable licence agreement are less than \$25,000 per year.

(81) **“Online Account”** means any manner of online account, registration or identification credentials, including domain registry accounts, social media accounts, online handles, usernames and profiles, used in association with an online device or online service (including mobile devices, smart appliances, online registries, internet-based applications or cloud services) that enable a Person to administer data or registration information, create and share content, or participate in an online or registered service.

(82) **“Online Presence”** means any interconnected, online or virtual presence for the Business or the Acquired Companies, including all Online Accounts (and data associated with such Online Accounts) through which the public, customers or others access the Business, as well as all websites, content, messages, materials, data, analytics, advertisements and copy hosted in connection with: (a) any domain

names, URLs and other online locators; (b) social media, content sharing or external media presence (including Facebook, Instagram, X, LinkedIn, SnapChat, and YouTube); (c) app store or online marketplace presence (including Apple Store, Google Play, Windows Store, and Amazon App Store); and (d) direct communication presence (including email, instant communication or direct messaging).

(83) **“Open Source Software”** means software that is subject to or licensed, provided or distributed under any open source licence.

(84) **“Options”** means the outstanding stock options of the Company.

(85) **“Order”** means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

(86) **“Ordinary Course of Business”** means the ordinary and usual course of the routine daily affairs of the Business, consistent with past practice.

(87) **“Organizational Documents”** means the certificate of incorporation, articles, notice of articles and bylaws of a corporation, and any amendment to any of the foregoing, as applicable.

(88) **“Outside Date”** means April 1, 2025, or such other date as may be agreed to in writing by the Buyer and the Parties.

(89) **“Party”** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **“Parties”** means every Party.

(90) **“Permitted Encumbrances”** means: (a) Encumbrances for Taxes not yet due and payable and not exceeding \$10,000 in aggregate, which although delinquent can be paid without penalty, or which are being contested in good faith by appropriate proceedings and in each case for which adequate reserves have been established and set forth in the Closing Balance Sheet; (b) Encumbrances incurred in connection with workers’ compensation, unemployment insurance and other types of social security; and (c) such Encumbrances as set forth on Schedule 1.1(90).

(91) **“Person”** is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature, and the executors, administrators or other legal representatives of an individual in such capacity.

(92) **“Personal Information”** means information about an identifiable individual as defined under and regulated or protected by Applicable Privacy Laws and Applicable Laws generally.

(93) **“Pre-Closing Tax Period”** means a taxation year or other fiscal period, and the portion of any Straddle Period, that ends on or before the Closing Time.

(94) **“Promissory Note”** has the meaning in Section 3.1.

(95) **“Proprietary Database”** means any Computer Database owned by the Acquired Companies and used in connection with the operation of the Business.

(96) **“Proprietary Software”** means any Computer Software owned by the Acquired Companies and used in connection with the operation of the Business.

(97) **“Purchase”** means the purchase and sale of the Purchased Shares and the Purchased Option Shares contemplated by this Agreement and the SPA Joinders.

- (98) **“Purchased Option Shares”** has the meaning in Section 2.4.
- (99) **“Purchased Shares”** means 100% of the total issued and outstanding shares in the capital of the Company.
- (100) **“Real Property Lease”** means a lease, a sublease, or an occupancy or other Contract under which the Company has the right, or has granted another Person the right, to occupy any premises for an extended period.
- (101) **“Registered Intellectual Property”** means all Intellectual Property that is: (a) patents; (b) trademarks; (c) copyrights; (d) industrial designs; and (e) domain names that is registered or the subject of a pending application for registration or registration procedures by or on behalf of the Acquired Companies with any Governmental Authority or other Person.
- (102) **“Regulatory Approval”** means any Consent or acknowledgement which is required from any Governmental Authority pursuant to Applicable Law or under the terms of any Licence or the conditions of any Order in connection with transactions contemplated under this Agreement on the terms contemplated in this Agreement, to permit the Acquired Companies to carry on the Business immediately after the Closing Date, or which is otherwise necessary to permit the Parties to perform their obligations under this Agreement.
- (103) **“Required Consents”** has the meaning in Section 4.7(4).
- (104) **“Review Period”** has the meaning in Section 2.2(2)(d)(i).
- (105) **“SAFEs”** means, with respect to the Company, the Simple Agreements for Equity, as amended, entered into between the Company and the SAFE Holders providing for the right to receive equity in the Company or a payout upon the occurrence of certain triggering events.
- (106) **“SAFE Holders”** mean the Persons that have entered into SAFEs with the Company, each of whom are listed in Schedule 4.2(3).
- (107) **“SAFE Settlement Amount”** means the aggregate amount of payment obligations of the Company to the SAFE Holders in exchange for the cancellation of the SAFEs and the rights contained therein in connection with the transactions contemplated in this Agreement.
- (108) **“Securities Laws”** means the *Securities Act* (British Columbia) and such other requirements of securities laws and regulatory authorities having jurisdiction.
- (109) **“Security Incident”** means any material event or incident (whether or not malicious, and whether individual, accretive or in a series of events or circumstances) involving the unauthorized, unintended or unlawful breach, destruction, loss, alteration, modification, transmission, unavailability, disclosure or misuse of, or access to, the IT Systems, Intellectual Property, User Data or Personal Information used in connection with the Business.
- (110) **“Securityholders”** means, collectively, the Sellers, the SAFE Holders and the holders of Options.
- (111) **“Seller”** means any of the parties identified on Schedule 1.1(111), and **“Sellers”** means, collectively, all of such parties.
- (112) **“Sellers’ Indemnified Parties”** means the Sellers and their respective directors, officers, employees and agents.

(113) **"Sellers' Representative"** means Harry Cherniak, in his capacity as agent to the Sellers, appointed pursuant to Section 12.13.

(114) **"Selling Agent"** has the meaning in Section 2.9.

(115) **"Shareholder Loans"** means, collectively:



(116) **"SPA Joinder"** has the meaning in Section 2.4.

(117) **"Straddle Period"** means a taxation year or fiscal period that begins before, and ends after, the Closing Time.

(118) **"Stub Period Returns"** has the meaning in Section 6.1(1).

(119) **"Tax"** or **"Taxes"** includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority, including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services, provincial sales, harmonized sales or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, state, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges, and other assessments or similar charges in the nature of a tax, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges, whether disputed or not.

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

(121) **"Tax Contest"** has the meaning in Section 6.6.

(122) **"Tax Returns"** means returns, declarations, elections, filings, forms, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information), and including any amendment thereof, filed or required to be filed with any Governmental Authority in connection with the determination, assessment, reporting, reassessment, or collection of Taxes of any Party or the administration of any Applicable Law relating to any Taxes.

(123) **"Third Party Beneficiaries"** has the meaning in Section 12.13.

(124) **"Third Party Claim"** has the meaning in Section 10.4(1).

(125) **"Transaction Documents"** means this Agreement and all other written agreements, documents, instruments and certificates contemplated by this Agreement.

(126) **"Treatment.com Shares"** means common shares in the capital of the Buyer.

(127) **"Triggering Event"** has the meaning in Section 2.2(2)(g).

(128) **“U.S. Exchange Act”** means the United States Exchange Act of 1934.

(129) **“U.S. Investment Company Act”** means the United States Investment Company Act of 1940, as amended.

(130) **“U.S. Person”** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

(131) **“U.S. Securities Act”** means the United States Securities Act of 1933.

(132) **“U.S. Securities Laws”** means the federal and state securities laws of the United States, including the U.S. Securities Act and the U.S. Exchange Act, and all rules, regulations and orders promulgated thereunder, as amended from time to time.

(133) **“U.S. SAFE Holder”** any SAFE Holder who is a U.S. Person or a SAFE Holder who receives or received an offer of the Closing Consideration Shares while in the United States or any person acquiring Closing Consideration Shares on behalf of, or for the account or benefit of any U.S. Person or any person in the United States.

(134) **“User Data”** means: (a) all data and analytics collected or generated by, or provided to, the Acquired Companies (whether generated or stored by the Acquired Companies directly or a third party on behalf of the Acquired Companies), resulting from any action or activity of users of the Business’s Online Presence, including user identification and associated activities through Online Presence, as well as pings and activity related to closed loop reporting and all other data associated with a user’s behavior on the Internet; and (b) all data collected and stored by or on behalf of the Acquired Companies that is Personal Information.

Section 1.2 Actions on Non-Business Days

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

Section 1.3 Calculation of Interest

In calculating interest payable under this Agreement for any period of time, the first day of such period shall be included and the last day of such period shall be excluded.

Section 1.4 Calculation of Time

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver, British Columbia time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. (Vancouver, British Columbia time) on the next succeeding Business Day.

Section 1.5 Knowledge

Any statement in this Agreement expressed to be made to “to the knowledge” (or any similar phrase) of any Person means the knowledge of, and the knowledge that would be obtained after reasonable diligent inquiry and investigation by, (a) in the case of the Company, the Chief Executive Officer and the Chief Operating Officer; (b) in the case of the Sellers, means William Cherniak and Harry Cherniak; and (c) in the case of the Buyer, the Buyer’s officers and directors.

Section 1.6 Additional Rules of Interpretation

- (1) **Gender and Number.** In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (2) **Headings and Table of Contents.** The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (3) **Section and Schedule References.** Unless the context requires otherwise, references in this Agreement to Sections or Schedules are to Sections or Schedules of this Agreement.
- (4) **Words of Inclusion.** Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set out an exhaustive list.
- (5) **Statute References.** Unless otherwise indicated, all references in this Agreement to any statute include the regulations under that statute, in each case as amended, re-enacted, consolidated or replaced from time to time, and in the case of any such amendment, re-enactment, consolidation or replacement, reference in this Agreement to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and to also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith and which are legally binding.
- (6) **Writing.** References to “in writing”, “written” and similar expressions include material that is printed, handwritten, typewritten, faxed, emailed, or otherwise capable of being visually reproduced at the point of reception.
- (7) **Currency.** All references to \$ in this Agreement are to Canadian dollars, unless otherwise indicated. All references to US\$ in this Agreement are to United States dollars.

Section 1.7 Schedules

The following schedules are attached to and form an integral part of this Agreement:

Schedule 1.1(34) – Annual Financial Statements
Schedule 1.1(90) – Permitted Encumbrances
Schedule 1.1(106) – SAFE Holders
Schedule 1.1(111) – Sellers
Schedule 2.2 – Consideration
Schedule 3.1 – Buyer Loan
Schedule 4.2(1) – Corporate Matters
Schedule 4.2(3) – Options
Schedule 4.2(4) – Investments
Schedule 4.2(5) – Corporate Records
Schedule 4.3(4) – Non-Arm’s Length Matters
Schedule 4.3(5) – Debt Obligations
Schedule 4.3(6) – Bank Accounts and Authorizations
Schedule 4.4(2) – Real Properties Leases
Schedule 4.4(3) – Personal Property
Schedule 4.6(2) – Employees
Schedule 4.6(3) – Contractors
Schedule 4.6(4) – Employee Plans
Schedule 4.6(5) – Employee Policies, Rules, etc
Schedule 4.7(1) – Clients

Schedule 4.7(2) – Material Contracts
Schedule 4.7(3) – Licences
Schedule 4.7(4) – Required Consents
Schedule 4.7(6) – Insurance
Schedule 4.8 – Tax Matters
Schedule 4.9 – Intellectual Property
Schedule 4.9(2)(c) – Licensors of Business Intellectual Property

ARTICLE 2

PURCHASE AND SALE

Section 2.1 Payment of SAFE Settlement Amount, Purchase and Sale of the Purchased Shares and Purchase of Purchased Option Shares

- (1) Upon and subject to the terms and conditions of this Agreement, the Buyer agrees to pay the SAFE Settlement Amount.
- (2) Upon and subject to the terms and conditions of this Agreement, the Sellers agree to sell, assign and transfer to the Buyer, and the Buyer agrees to purchase, the Purchased Shares.
- (3) Upon and subject to the terms and conditions of this Agreement and the SPA Joinders, the Buyer agrees to purchase the Purchased Option Shares.

Section 2.2 Consideration

(1) The aggregate consideration to be paid by the Buyer to the Company to allow it to satisfy the SAFE Settlement Amount and to the Sellers (and to any holders of Options who sign the SPA Joinders) for the Purchased Shares (and the Purchased Option Shares) is the amount equal to the following, subject to adjustment pursuant to Section 10.10 (the “**Consideration**”):

- (a) US\$7,688,640 (the “**Closing SAFE Amount**”); *plus*
- (b) the 12 Month Milestone Payment, if any, as determined and as payable in accordance with Section 2.2(2)(b); *plus*
- (c) the 24 Month Milestone Payment, if any, as determined and as payable in accordance with Section 2.2(2)(c).

The Parties acknowledge and agree that the purchase price per Purchased Share (and Purchased Option Share) shall be equal to (i) the Consideration less (ii) the SAFE Settlement Amount divided by the number of outstanding common shares in the capital of the Company immediately prior to Closing.

- (2) The Consideration is to be satisfied by:
 - (a) A payment of US\$7,688,640 to the Company by the issuance of an aggregate of 17,000,966 Treatment.com Shares (the “**Closing Consideration Shares**”) at deemed price of \$0.65 per Closing Consideration Share on the Closing Date in accordance with the instructions set forth in Schedule 2.2 (as the same may be amended from time to time by the Sellers’ Representative).
 - (b) A performance-based milestone payment (the “**12 Month Milestone Payment**”), to the Parties in accordance with Schedule 2.2 (as the same may be amended from time to time by the Sellers’ Representative) of:

- (i) US\$1,972,160, if the Acquired Companies, on a consolidated basis, achieve Annual Recurring Revenues of not less than \$3,000,000 during the 12 Month Milestone Period; or
- (ii) US\$2,958,240, if the Acquired Companies, on a consolidated basis, achieve Annual Recurring Revenues of not less than \$3,250,000 during the 12 Month Milestone Period; or
- (iii) US\$3,944,320, if the Acquired Companies, on a consolidated basis, achieve Annual Recurring Revenues of not less than \$3,500,000 during the 12 Month Milestone Period,

for greater certainty, the Parties acknowledge and agree that the 12 Month Milestone Payment payable under this Section 2.2(2)(b) is non-cumulative, with the maximum 12 Month Milestone Payment being US\$3,944,320.

- (c) A performance-based milestone payment (the “**24 Month Milestone Payment**”), to the Parties in accordance with Schedule 2.2 (as the same may be amended from time to time by the Sellers’ Representative) of:
 - (i) US\$1,479,210, if the Acquired Companies, on a consolidated basis, achieve Annual Recurring Revenues of not less than \$4,500,000 during the 24 Month Milestone Period; or
 - (ii) US\$2,218,815, if the Acquired Companies, on a consolidated basis, achieve Annual Recurring Revenues of not less than \$4,750,000 during the 24 Month Milestone Period; or
 - (iii) US\$2,958,240, if the Acquired Companies, on a consolidated basis, achieve Annual Recurring Revenues of not less than \$5,000,000 during the 24 Month Milestone Period,

for greater certainty, the Parties acknowledge and agree that the 24 Month Milestone Payment payable under this Section 2.2(2)(c) is non-cumulative, with the maximum 24 Month Milestone Payment being US\$2,958,240.

- (d)
 - (i) On or before the date which is 30 days after the last day of each Calculation Period (each such date, a “**Milestone Calculation Delivery Date**”), the Buyer shall prepare and deliver to the Sellers’ Representative a written statement (in each case, a “**Milestone Calculation Statement**”) setting forth in reasonable detail the Buyer’s good faith determination of Annual Recurring Revenue for the applicable Calculation Period and the calculation of the resulting Milestone Payment (in each case, an “**Milestone Calculation**”).
 - (ii) The Sellers’ Representative shall have 15 days after receipt of the Milestone Calculation Statement for each Calculation Period (in each case, the “**Review Period**”) to review the Milestone Calculation Statement and the Milestone Calculation set forth therein. During the Review Period, the Sellers’ Representative and its representatives shall have the right to inspect the Buyer’s books and records (and the Buyer shall provide copies of such records and work papers used or created in connection with preparation of each Milestone Calculation Statement that are reasonably required to support such Milestone

Calculation Statement) during normal business hours at the Buyer's offices, upon reasonable prior notice and solely for purposes reasonably related to the determinations of Annual Recurring Revenue and the resulting Milestone Payment. Before the expiration of the Review Period, the Sellers' Representative may object to the Milestone Calculation set forth in the Milestone Calculation Statement for the applicable Calculation Period by delivering a written notice of objection (a "**Milestone Calculation Objection Notice**") to the Buyer. Any Milestone Calculation Objection Notice shall specify the items in the applicable Milestone Calculation disputed by the Sellers' Representative and shall describe in reasonable detail the basis for such objection and the amount in dispute. If the Sellers' Representative fails to deliver a Milestone Calculation Objection Notice to the Buyer before the expiration of the Review Period, then the Milestone Calculation set forth in the Milestone Calculation Statement shall be final and binding on the Parties. If the Sellers' Representative timely delivers a Milestone Calculation Objection Notice, the Buyer and the Sellers' Representative shall negotiate in good faith to resolve the disputed items and agree upon the resulting amount of the Annual Recurring Revenue and the Milestone Payment for the applicable Calculation Period. If the Buyer and the Sellers' Representative have not reached an agreement within 15 days after such a Milestone Calculation Objection Notice has been given, all unresolved disputed items shall be promptly referred to an impartial nationally recognized firm of independent chartered professional accountants, appointed by mutual agreement of the Buyer and the Sellers' Representative and who shall not be the accountant of the Company or the Buyer (the "**Independent Accountant**"). The Independent Accountant shall be directed to render a written report on the unresolved disputed items with respect to the applicable Milestone Calculation as promptly as practicable but in no event greater than 15 days after such submission to the Independent Accountant, and to resolve only those unresolved disputed items set forth in the Milestone Calculation Objection Notice. If unresolved disputed items are submitted to the Independent Accountant, the Buyer and the Sellers' Representative shall each furnish to the Independent Accountant such work papers, schedules and other documents and information relating to the unresolved disputed items as the Independent Accountant may reasonably request. The Independent Accountant shall resolve the disputed items as an expert and not as an arbitrator based solely on the applicable definitions and other terms in this Agreement and the presentations by the Buyer and the Sellers' Representative, and not by independent review. The resolution of the dispute and the calculation of Annual Recurring Revenue that is the subject of the applicable Milestone Calculation Objection Notice by the Independent Accountant shall be final and binding on the Parties. All fees and expenses of the Independent Accountant shall be borne by Party whose calculation of Annual Recurring Revenue is furthest from the Annual Recurring Revenue as finally determined by the Independent Accountant.

- (e) For purposes of determining whether a 12 Month Milestone Payment is due under Section 2.2(1)(b), if and to the extent that Annual Recurring Revenue for the 24 Month Milestone Period exceeds \$5,000,000 for such 24 Month Milestone Period (such excess being the "**Annual Recurring Revenue Surplus**"), then such Annual Recurring Revenue Surplus shall be applied, without duplication, to the calculation of Annual Recurring Revenue for the 12 Month Milestone Period to the extent that the Annual Recurring Revenue for the 12 Month Milestone Period was less than \$3,000,000 for such 12 Month Milestone Period.

(f) Any Milestone Payment that the Buyer is required to pay under Section 2.2(1)(b) or Section 2.2(1)(c) shall be paid in full, by the issuance of such number of Treatment.com Shares (the “**Contingent Purchase Price Shares**”) equal to, subject to the pricing requirements of the CSE and which shall not be issued at a price lower than the Maximum Permitted Discount (as such term is defined in the Policies of the CSE) price per Contingent Purchase Price Share:

(i) the Milestone Payment converted into Canadian funds using the Bank of Canada daily exchange rate as of the date upon which the determination of Annual Recurring Revenue for the applicable Calculation Period becomes final and binding upon the Parties as provided in Section 2.2(2)(d) (including any final resolution of any dispute raised by the Sellers’ Representative in an Milestone Calculation Objection Notice) (each a “**Determination Date**”), divided by

(ii) the Market Price as of the Determination Date,

in accordance with the instructions set forth in Schedule 2.2 (as the same may be amended from time to time by the Sellers’ Representative) and Section 2.3(2) and Section 2.3(3), as applicable.

(g) If after the Closing Date:

(i) there occurs a sale or other disposition of all or substantially all of the assets of the Buyer, or an amalgamation, arrangement, recapitalization or other transaction in which any Person who is not an owner of an interest in the Buyer on the Closing Date becomes the beneficial owner, directly or indirectly, of 50% or more of the combined voting power of all interests in the Buyer,

(ii) the Buyer makes a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against the Buyer seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, dissolution or reorganization, arrangement, adjustment, protection, relief or composition of its debts under any Law relating to bankruptcy, insolvency or reorganization,

(iii) the Buyer breaches its covenants in Section 2.8; or

(iv) William Cherniak’s or Harry Cherniak’s employment with the Company is terminated without cause,

(each, a “**Triggering Event**”), the Sellers’ Representative may, in any such case in its sole discretion, upon notice to the Buyer (such notice, the “**Acceleration Notice**”), elect to have paid in full by the Buyer the remaining Milestone Payments to be paid under Section 2.2(1)(b) and Section 2.2(1)(c) by payment of the amount set forth in Schedule 2.2 that corresponds to the Calculation Period in which the Triggering Event has occurred.

(3) The Parties acknowledge and agree that the 12 Month Milestone Payment and the 24 Month Milestone Payment each relate to the underlying goodwill of the Acquired Companies which cannot reasonably be expected to be agreed upon by the Parties at the time of Closing.

Section 2.3 Trading Restrictions on Consideration Shares

(1) The Closing Consideration Shares shall be subject to the following restrictions on trading:

- (a) 20% of the Closing Consideration Shares will be restricted from trading for a period of 12 months from the Closing Date;
 - (b) 20% of the Closing Consideration Shares will be restricted from trading for a period of 16 months from the Closing Date;
 - (c) 20% of the Closing Consideration Shares will be restricted from trading for a period of 20 months from the Closing Date;
 - (d) 20% of the Closing Consideration Shares will be restricted from trading for a period of 24 months from the Closing Date; and
 - (e) 20% of the Closing Consideration Shares will be restricted from trading for a period of 28 months from the Closing Date.
- (2) The Contingent Purchase Price Shares comprising any 12 Month Milestone Payment shall be issued and released, subject to the Buyer's withholding right under Article 10, on the following schedule:
- (a) 20% of such Contingent Purchase Price Shares will be released on the Determination Date for the 12 Month Milestone Payment;
 - (b) 20% of such Contingent Purchase Price Shares will be released on the later of: (i) the Determination Date for the 12 Month Milestone Payment; and (ii) 16 months from the Closing Date;
 - (c) 20% of such Contingent Purchase Price Shares will be released on the later of: (i) the Determination Date for the 12 Month Milestone Payment; and (ii) 20 months from the Closing Date;
 - (d) 20% of such Contingent Purchase Price Shares will be released on the later of: (i) the Determination Date for the 12 Month Milestone Payment; and (ii) 24 months from the Closing Date; and
 - (e) 20% of such Contingent Purchase Price Shares will be released on the later of: (i) the Determination Date for the 12 Month Milestone Payment; and (ii) 30 months from the Closing Date.

The Buyer shall deliver to the Sellers' Representative copies of the direct registration system (DRS) statements evidencing any Contingent Purchase Price Share immediately following each applicable release.

- (3) The Contingent Purchase Price Shares comprising any 24 Month Milestone Payment shall be issued and released, subject to the Buyer's withholding rights under Article 10, on the following schedule:
- (a) 40% of such Contingent Purchase Price Shares will be released on the Determination Date for the 24 Month Milestone Payment;
 - (b) 40% of such Contingent Purchase Price Shares will be released on the later of: (i) the Determination Date for the 24 Month Milestone Payment; and (ii) 28 months from the Closing Date.
 - (c) 20% of such Contingent Purchase Price Shares will be released on the later of: (i) the Determination Date for the 24 Month Milestone Payment; and (ii) 32 months from the Closing Date.

The Buyer shall deliver to the Sellers' Representative copies of the direct registration system (DRS) statements evidencing any Contingent Purchase Price Share immediately following each applicable release.

(4) For purposes of Section 2.3(2) and Section 2.3(3), if an Acceleration Notice is delivered to the Buyer in accordance with Section 2.2(2)(g), the Determination Date shall be deemed to be the date of such delivery.

(5) Each Seller agrees that any DRS evidencing their respective Closing Consideration Shares and any Contingent Purchase Price Shares may bear a legend indicating that the resale of such Closing Consideration Shares or Contingent Purchase Price Shares, as applicable, are restricted.

Section 2.4 Option Related Actions

Prior to Closing, pursuant to Section 6.4 of the Company Option Plan, the Company shall make any necessary changes to effect the transactions contemplated by this Agreement, including requiring that as a condition to the exercise of any Options following the date of this Agreement, a holder of Options will be required to execute a joinder agreement to this Agreement in a form satisfactory to the Buyer and the Sellers, each acting reasonably, pursuant to which the holder will agree to sell the common shares in the capital of the Company acquired upon such exercise to the Buyer (the "**Purchased Option Shares**"), on and subject to the terms and conditions of this Agreement (an "**SPA Joinder**").

Section 2.5 Withholding

The Buyer, the Company, the Sellers, and any Person making any payment for or on behalf of the Buyer or the Sellers shall be entitled to deduct and withhold any amounts required by Applicable Law to be deducted or withheld from any amount otherwise payable pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, any deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such withheld amounts are actually remitted to the appropriate Governmental Authority in accordance with Applicable Law. Subject to the foregoing, the Buyer acknowledges that it does not as of the date hereof anticipate that any withholding will be required in respect of any payment of the Consideration.

Section 2.6 Section 85 Income Tax Election

The Buyer and the Sellers agree that, should any Seller wish to do so, the Buyer and such Seller agree to elect jointly in the prescribed manner within the prescribed time pursuant to the provisions of subsection 85(1) of the Tax Act (and the corresponding provisions of any applicable provincial tax legislation), so that such provisions shall apply to the purchase and sale of the Purchased Shares (and the Purchased Option Shares) and the issuance of the Closing Consideration Shares and Contingent Purchase Price Shares, such election form to be prepared by the Seller. Subject to the limitations of the Tax Act and such other corresponding legislation, the parties agree that, for the purposes of such election, the elected amount shall be solely determined by the Seller.

Section 2.7 No Security

The Parties understand and agree that: (i) the contingent rights to receive the 12 Month Milestone Payment or the 24 Month Milestone Payment shall not be represented by any form of certificate or other instrument, are not transferable and, unless and until any Contingent Purchase Price Shares are issued to satisfy the 12 Month Milestone Payment or the 24 Month Milestone Payment, do not constitute an equity or ownership interest in the Buyer or any of its Affiliates (including the Acquired Companies); (ii) the Securityholders shall not have any rights as a securityholder of the Buyer or any of its Affiliates (including the Acquired Companies) as a result of the contingent right to receive the 12 Month Milestone Payment or the 24 Month Milestone Payment hereunder (which do not in any way detract from their rights as

shareholders of the Buyer as a result of being issued the Closing Consideration Shares or any Contingent Purchase Price Shares); (iii) there is no assurance that the Securityholders will receive the 12 Month Milestone Payment or the 24 Month Milestone Payment and the Buyer has not promised or projected the payment of the 12 Month Milestone Payment or the 24 Month Milestone Payment; and (v) no interest is payable with respect to the 12 Month Milestone Payment or the 24 Month Milestone Payment (unless such payments are not paid when due).

Section 2.8 Post-Closing Operation of the Companies

Subsequent to the Closing and through and including the 24 Month Milestone Period, the Buyer agrees to act in good faith to continue to operate the Business as conducted prior to the Closing, including:

- (a) maintaining separate books of account for the Acquired Companies;
- (b) as determined by the Buyer reasonably and in good faith in consultation with the Sellers' Representative, providing reasonably adequate capital to fund the Acquired Companies' growth and operations;
- (c) as determined by the Buyer reasonably and in good faith in consultation with the Sellers' Representative, using reasonable efforts to exploit market opportunities; and
- (d) otherwise not take any actions for the primary purpose of reducing the 12 Month Milestone Payment or the 24 Month Milestone Payment.

Section 2.9 U.S. Securities Law Compliance

The Buyer agrees that the distribution of Closing Consideration Shares and, if applicable, Contingent Purchase Price Shares to U.S. SAFE Holders shall be made in accordance with an exemption from registration under Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable U.S. state securities laws. The Company acknowledges that, in confirming the availability of such exemptions from registration, the Buyer intends to seek from each U.S. SAFE Holder a duly completed representation letter before Closing in a form that shall be reasonably acceptable to the Company; provided that if such representation letter is not timely provided by any U.S. SAFE Holder, the Buyer, acting reasonably, may rely on a certification by the Company that such U.S. SAFE Holder qualifies for an exemption from registration under Section 4(a)(2) of the U.S. Securities Act. If neither a U.S. SAFE Holder provides a completed representation letter nor the Company provides such certification on behalf of the U.S. SAFE Holder, no Closing Consideration Shares or Contingent Purchase Price Shares shall be delivered to such U.S. SAFE Holder and the Buyer may instead appoint an agent (the "Selling Agent") to sell the Closing Consideration Shares or Contingent Purchase Price Shares of such Person on behalf of that Person and deliver an amount of cash representing the proceeds of the sale of such Closing Consideration Shares or Contingent Purchase Price Shares, as applicable, net of expenses of sale. In exercising the sale of any Closing Consideration Shares, or Contingent Purchase Price Shares, as applicable, the Selling Agent will exercise its sole judgment as to the timing and manner of sale and will not be obligated to seek or obtain a minimum price, provided the sale is to a Person at arm's length to the Selling Agent and the Buyer. None of the Buyer, the Company, nor the Selling Agent will be liable for any loss arising out of any sale of such Closing Consideration Shares, or Contingent Purchase Price Shares, as applicable relating to the manner or timing of such sales, the prices at which such Closing Consideration Shares, or Contingent Purchase Price Shares, as applicable are sold or otherwise, provided the sale is to a Person at arm's length to the Selling Agent and the Buyer. The sale price of such Closing Consideration Shares, or Contingent Purchase Price Shares, as applicable sold on behalf of such Persons will fluctuate with the market price of the Closing

Consideration Shares, or Contingent Purchase Price Shares, as applicable and no assurance can be given that any particular price will be received upon any such sale.

Section 2.10 Company Employees and Consultants

(1) Employment and Benefits.

- (a) For a period of not less than one (1) year following the Closing Date, the Buyer shall cause each employee at Closing (each a “**Continuing Employee**”) to continue to be provided by the Company, terms and conditions of employment, that are no less favourable than those provided to such Continuing Employee as of the Closing, including: (i) a base salary or wages that are not less than the base salary or wages provided to the extent applicable, to such Continuing Employee immediately prior to the Closing; (ii) variable/incentive/bonus pay programs that are the same or substantially the same in value (excluding any value attributable to equity and equity-based compensation) to those provided to such Continuing Employee immediately prior to the Closing; (iii) other benefit plans and arrangements that are substantially the same to those provided to such Continuing Employee immediately prior to the Closing; and (iv) recognition of each Continuing Employee’s service with the Acquired Companies for all purposes.
- (b) Without limiting the foregoing, the Buyer shall recognize each such Continuing Employee’s service up to the Closing Date for all purposes, including for the purposes of determining: (i) entitlement of the Continuing Employees’ vacation, notice of termination or severance pay; and (ii) as applicable, eligibility for participation, early retirement and vesting of any Continuing Employee under any employee benefit plans of the Buyer applicable to such Continuing Employee.
- (c) The Buyer shall: (i) cause to be waived under any employee benefit plans of the Buyer that are applicable to such Continuing Employee any pre-existing condition limitations, actively-at-work requirements, exclusions and waiting periods to the extent waived or not applicable under, or previously satisfied by such Continuing Employee under, a similar benefit plan; and (ii) cause the Continuing Employees to be given credit under such employee benefit plans for amounts paid prior to the date on which such Continuing Employees commence participation in such employee benefit plan for purposes of applying deductibles, co-payments, co-insurance and out-of-pocket maximums.
- (d) The Buyer shall grant the Continuing Employees an aggregate of [REDACTED] restricted share units, as directed by the Company, in accordance with and subject to the terms and conditions specified in the Buyer’s restricted share unit plan dated for reference September 28, 2021 at Closing, or as soon as practicable.

The provisions contained in this (1) shall not (i) be treated as an amendment or other modification of any employee benefit plan, agreement or other arrangement, or (ii) create any third party rights, benefits or remedies of any nature whatsoever in any employee (or any beneficiaries or dependents thereof) or any other Person that is not a party to this Agreement. Nothing in this Section 2.10(1) shall limit the obligation of the Buyer or the Acquired Companies to comply with Applicable Law or to maintain any compensation arrangement or employee benefit plans in effect.

ARTICLE 3 BUYER LOAN TO THE COMPANY

Section 3.1 Buyer Loan

On the Effective Date, the Buyer and the Company shall execute a promissory note in the form attached hereto as Schedule 3.1 (the “**Promissory Note**”) which shall evidence the loan from the Buyer to the Company of the aggregate amount of \$675,000 (the “**Buyer Loan**”), which shall be advanced as follows:

- (a) the amount of \$75,000 on the Effective Date, which funds shall be exclusively used for the Company’s operations during the Interim Period;
- (b) the amount of \$75,000 on the earlier of: (i) 15 days after the Effective Date, and (ii) Closing Date;
- (c) the amount of \$75,000 on the earlier of: (i) 30 days after the Effective Date, and (ii) Closing Date;
- (d) the amount of \$450,000 on Closing, which shall be used by the Company to repay all amounts owing pursuant to the Shareholder Loans,

(each a “**Loan Amount**”).

In the event that the Buyer fails to advance any Loan Amount to the Company on a timely basis in accordance with this Section 3.1, the Sellers’ Representative may immediately terminate this Agreement upon written notice to the Buyer and, upon such termination, any Loan Amounts advanced prior to such termination shall be cancelled forthwith, without deduction, as bona fide pre-estimated liquidated damages in full and final satisfaction of all claims which the Company and the Sellers may have against the Buyer by reason of such default and the Buyer Loan will thereafter be deemed terminated.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Section 4.1 Sellers Matters

The Sellers jointly and severally represent and warrant to the Buyer as stated below, and acknowledge that the Buyer is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the transactions contemplated hereunder.

(1) Incorporation, Corporate Power and Solvency.

- (a) The Seller, if a Corporate Seller, is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. Such Corporate Seller has the corporate power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder. No proceedings have been taken or authorized by such Corporate Seller or, to the knowledge of such Corporate Seller, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of such Corporate Seller.
- (b) The Seller, if an individual, has all necessary power, capacity and authority to execute and deliver, and to observe and perform such Seller’s covenants and obligations under, this Agreement, and to consummate the transactions contemplated hereby.

- (c) The Seller, if a trust, such Seller's trustees have all necessary power, capacity and authority to execute and deliver, and to observe and perform such Seller's covenants and obligations under, this Agreement, and to consummate the transactions contemplated hereby.
- (2) **Authorization of Purchase.** The Company and each Seller have all requisite power, authority and legal capacity to execute and deliver the Transaction Documents to which it is a party, to perform its obligations thereunder and to consummate the Purchase. The execution and delivery by the Company and each Seller of each of the Transaction Documents to which it is a party and the performance by such Party of its obligation thereunder and the completion of the transactions contemplated thereby have been duly and validly authorized and approved by all requisite corporate or other applicable organizational action on its part, and no other proceeding on the part of the Company or any Seller is necessary to authorize the Transaction Documents to which it is a party.
- (3) **Enforceability.** Each Transaction Document to which the Company or any Seller is a party constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.
- (4) **Title to Purchased Shares.** The Seller is the registered and beneficial holder of, or if the Seller is the trustee of the family trust which is the registered holder of, the Purchased Shares, as the case may be, as set forth opposite such Seller's name in Schedule 1.1(111), free and clear of all Encumbrances. No Person other than the Buyer has, or has any right capable of becoming, any agreement, option, right or privilege for the purchase or other acquisition from the Seller of any of the Seller's Purchased Shares.
- (5) **No Other Purchase Agreements.** The Purchased Shares constitute all of the shares, equity and similar interests in the capital of the Company of any class or description. Except for the SAFEs and Options, no Person other than the Buyer has any agreement has any written or oral agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option understanding or commitment, including a right of conversion or exchange attached to convertible securities, warrants or convertible obligations of any nature, for:
 - (a) the purchase, subscription, allotment or issuance of, or conversion into, any ownership interest in the capital of the Company;
 - (b) the purchase or other acquisition from the Seller of any of the Seller's Purchased Shares or the Company; or
 - (c) the purchase or other acquisition from the Company of any of its undertaking, property or assets, other than in the Ordinary Course of Business.
- (6) **Restrictions.** There are no restrictions of any kind on the transfer of any of the Purchased Shares except those set out in the Organizational Documents of the Company.

Section 4.2 Corporate Matters

The Sellers jointly and severally represent and warrant to the Buyer as stated below, and acknowledge that the Buyer is relying on the accuracy of each such representation and warranty in entering into this Agreement and completing the transactions contemplated hereunder.

- (1) **Status and Capacity of the Acquired Companies.** Schedule 4.2(1) sets forth (a) each Acquired Company's jurisdiction of incorporation, and (b) each jurisdiction in which the Acquired Companies are qualified to conduct business as a foreign corporation. Each of the Acquired Companies has been duly incorporated and is validly existing as a corporation in good standing under the laws of its jurisdiction of

incorporation. The Acquired Companies have the power and authority to own or lease its properties and to conduct their business as it is now being conducted.

(2) **Qualification of the Company.** The Acquired Companies are registered, licensed or otherwise qualified to carry on business and to own and operate its assets under the laws of each jurisdiction in which the nature of the Business or the character, ownership or operation of the Acquired Companies' assets makes such registration, licencing or qualification necessary under Applicable Law.

(3) **Authorized and Issued Shares.** The Purchased Shares, SAFEs and Options, as set out in Schedule 1.1(111) to this Agreement, represent all of the issued and outstanding securities of the Company as at the Closing Date. No shares or other securities of the Company have been issued in violation of any Applicable Law, the Organizational Documents of the Company or the terms of any Contract to which the Company is a party or by which it is bound. Except for the SAFEs and the Options as set out in Schedule 4.2(3), there are no options, warrants, rights, securities, debentures, loans or notes convertible or exchangeable for any shares or other securities of the Company, and there is no Contract of any kind which may obligate the Company to issue, purchase, redeem or otherwise acquire any of its equity. At Closing, except for the SAFEs there shall be no options, or any other agreements, or rights of any kind whatsoever to acquire any of the Purchased Shares. The Company has delivered to the Buyer a full and complete copy of the capitalization table of the Company.

(4) **Investments.** Except as disclosed in Schedule 4.2(4), the Acquired Companies do not own, directly or indirectly, any shares or other equity securities of any company, nor does it have any equity or ownership interest in any business or Person. The Company is not subject to any obligation or requirement to provide funds to or make any investment in any business or Person by way of loan, capital contribution or otherwise.

(5) **Corporate Records.** The minute books of the Acquired Companies, which have been provided to the Buyer, have been maintained in accordance with Applicable Law and, except as set out on Schedule 4.2(5) contain copies of the Acquired Companies' Organizational Documents, the minutes of all meetings of the board of directors, committees of directors and shareholders of the Company, and of all written resolutions passed by the directors, committees of directors and shareholders of the Acquired Companies, since their formation. The register of shareholders, register of transfers, register of directors and similar corporate records of the Acquired Companies are complete, accurate and current. The Acquired Companies are not in breach, default or violation (and no event has occurred that with notice or the lapse of time or both would constitute a breach, default or violation) of any term, condition or provision of the Company's Organizational Documents. The Company has delivered to the Buyer true, correct and complete copies of the Acquired Companies' Organizational Documents.

(6) **Shareholders' Agreements, etc.** There are no shareholders' agreements, pooling agreements, voting trusts or other similar Contracts with respect to the ownership or voting of any shares of the Company.

Section 4.3 Financial Matters

(1) **Financial Records.** All material financial transactions of the Acquired Companies have been properly recorded in the Financial Records, which have been maintained in accordance with sound business and financial practice. The Financial Records fairly present the basis for the financial condition and the revenue, expenses and results of operations of the Acquired Companies and, together with all disclosures made in this Agreement, present fairly the financial condition and the revenue, expenses and results of operations of the Acquired Companies as of and to the date hereof, all in accordance with GAAP.

(2) **Financial Statements.** The Company Financial Statements have been prepared in accordance with GAAP applied on a basis consistent with financial statements of previous years and periods, as the case may be, and present fairly the assets, liabilities, revenue, earnings, results of operations and financial

condition of the Acquired Companies required by GAAP to be disclosed therein as at the date of the Company Financial Statements and for the periods to which they relate.

(3) **Liabilities of the Company.** There are no liabilities or obligations of any nature (liquidated or unliquidated, due or to become due and whether absolute, accrued, contingent or otherwise) of the Acquired Companies of any kind whatsoever, and there is no basis for any assertion against the Company of any liabilities or obligations of any kind, other than:

- (a) the SAFE Settlement Amount;
- (b) the Buyer Loan;
- (c) the liabilities which are required by GAAP to be disclosed in the Company Financial Statements and have been disclosed, reflected or provided for in the Company Financial Statements prepared in accordance with GAAP;
- (d) liabilities incurred since the date of the Company Financial Statements which were incurred in the Ordinary Course of Business;
- (e) liabilities which would not have a Material Adverse Effect on the Company; and
- (f) other liabilities or obligations disclosed in this Agreement, including the Real Property Leases.

(4) **Non-Arm's Length Matters.** Except as disclosed in Schedule 4.3(4), the Acquired Companies are not a party to or bound by any Contract with, is not indebted to, and no amount is owing to the Acquired Companies by, the Sellers or any officers, former officers, directors, former directors, shareholders or former shareholders of the Acquired Companies, or any Person not dealing at arm's length with any of the foregoing within the meaning of the Tax Act. Since the date of the Company Financial Statements, the Acquired Companies has not made or authorized any payments to the Sellers, or any officers, former officers, directors, former directors, shareholders or former shareholders, or former optionholders of the Acquired Companies, or to any Person not dealing at arm's length with any of the foregoing within the meaning of the Tax Act, except for reimbursement of regular expenses and salaries and other employment compensation payable to employees of the Acquired Companies in the Ordinary Course of Business and at the regular rates payable to them.

(5) **Debt Obligations.** Except as disclosed in the Company Financial Statements or in Schedule 4.3(5), which includes any agreements, loans, funding arrangements, grants, relief, assistance programs, or benefits received by the Acquired Companies from, or owed by the Acquired Companies to, any Governmental Authority, none of the Acquired Companies has any liability or obligation for Indebtedness. Except as disclosed in Schedule 4.3(5), the Acquired Companies are not party to any off-balance sheet arrangements.

(6) **Bank Accounts and Authorizations.** Attached as Schedule 4.3(6) is a list of all safe deposit boxes and bank accounts of the Acquired Companies, including the names and addresses of the financial institutions at which they are maintained, and the names of all Persons having access or signing authority and of all powers of attorney given by the Acquired Companies.

Section 4.4 Property of the Company

(1) **Title to and Sufficiency of Assets.** Except for the property subject to the Real Property Leases and the leases set out in Schedule 4.4(3), the Acquired Companies are the owner of and have good and marketable title to all of their properties and assets as reflected in the Company Financial Statements, other than assets sold or otherwise disposed of in the Ordinary Course of Business and are free and clear of all Encumbrances other than Permitted Encumbrances. There are no agreements or commitments to purchase

property or assets by the Acquired Companies, other than in the Ordinary Course of Business. The properties and assets owned, leased and licensed by the Acquired Companies are sufficient to permit the continued operation of the Business after the Closing Date in substantially the same manner as it has been historically conducted.

(2) **Real Properties.** The Acquired Companies do not own (and have never owned) any real property and the Company does not have any (and have never had any) interest in (other than leasehold interests in accordance with the Real Property Leases), any real property. Schedule 4.4(2) contains a list of all leases and subleases (collectively, the “**Real Property Leases**”) under which an Acquired Company is either lessor or lessee (or sublessor or sublessee), copies of which have been made available to the Buyer. To the knowledge of the Sellers, (a) all Real Property Leases are valid and binding Contracts of the Acquired Company and are in full force and effect (except for those that have terminated or will terminate by their own terms), and (b) neither the Acquired Companies nor any other party to any Real Property Lease, will on the Closing Date, be in violation or breach of or default (or with notice or lapse of time, or both, would be in violation or breach of or default) under the terms of any Real Property Lease, in each case, except where such default would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Acquired Company.

(3) **Personal Property.** Schedule 4.4(3) lists all locations where any items of tangible personal property owned by Acquired Companies are situate. The Acquired Companies are not the lessee of any tangible personal property and are not a party to any conditional sale or other title retention Contract, except as disclosed in Schedule 4.4(3).

Section 4.5 Environmental Matters

(1) **Compliance with Environmental Laws.** (a) The Acquired Companies, the operation of the Business, the property and assets owned or used by the Acquired Companies and the use, maintenance and operation thereof have been and are in compliance, in all material respects, with all Environmental Laws; (b) the Acquired Companies have complied, in all material respects, with all reporting and monitoring requirements under all Environmental Laws; and (c) the Acquired Companies have not received any notice of any non-compliance with any Environmental Laws, and the Acquired Companies have never been convicted of an offence for non-compliance with any Environmental Laws or been fined or otherwise sentenced or settled any prosecution under any Environmental Laws short of conviction.

Section 4.6 Employment Matters

(1) **Applicable Law.** The Acquired Companies are in compliance in all material respects with all Applicable Laws relating to employment and labour matters, including any provision thereof relating to wages, hours of work, vacation pay, pay equity, employment equity, overtime pay, occupational health and safety, workers’ compensation and human rights. There are no material outstanding employment or labour related claims, complaints, investigations or Orders under any Applicable Law and to the knowledge of the Company, there is no reasonable basis for any such claim, complaint, investigation or Order. To the knowledge of the Company, all of the Persons who are receiving remuneration for work or services provided to any Company who are not employees are treated as independent contractors are properly characterized as independent contractors, no independent contractor has delivered a written notice disputing such classification, and to the Company’s knowledge, there is no claim, threatened, against or affecting the Acquired Companies in respect of same.

(2) **Employees.** Schedule 4.6(2) states the name, location of employment, job title, length of service, commission and bonus entitlements, benefits entitlements (whether insured or otherwise), and rate of remuneration, of each employee of the Acquired Companies and indicates any employee of the Acquired Companies who is on leave of absence, together with the reason for such employee’s leave and such employee’s expected date of return to work or if the employee has provided written notice to the Company

that they are resigning, retiring or will permanently cease to provide work or services effective prior to the Closing Date. Except as set out in Schedule 4.6(2), no employee of the Acquired Companies is on long-term disability leave, extended absence or receiving benefits pursuant to the Workplace Safety and Insurance Act, 1997 (Ontario) or comparable legislation of any other jurisdiction.

(3) **Contractors.** Schedule 4.6(3) contains a complete and accurate list of the top 10 highest paid independent contractors, dependent contractors and consultants performing services for the Acquired Companies, including the following information: name; location; general description of services provided; compensation; and the length of engagement. No independent contractor, dependent contractor or consultant of the Business is eligible to participate in any Company benefit plan. To the Company's knowledge, none of the independent contractors, dependent contractors or consultants of the Business have been classified as an employee of the Acquired Companies for any purpose, and to the knowledge of the Company, there has been no material claim by any independent contractor, dependent contractor, consultant, Governmental Authority, or other Person alleging that any independent contractor, dependent contractor or consultant of the Business is or should be considered an employee of the Acquired Companies for any purpose.

(4) **Employee Plans.** Except as disclosed in Schedule 4.6(4) the Acquired Companies do not have any pension plan, profit sharing plan or bonus plan, group insurance or similar plan, undertaking or arrangement, whether oral or written, for employees.

(5) **Employee Policies, Rules, etc.** Schedule 4.6(5) lists of all material employment policies or, where the policies are oral commitments, written summaries of the terms of such commitments.

(6) **Effect of this Agreement.** The consummation of the transactions contemplated by this Agreement will not constitute an event under any of the employee benefits plans or any Contract with a present or former employee, consultant, contractor, agent, director or officer of the Acquired Companies, which will result in any severance or other payment or in the acceleration, vesting or increase in benefits with respect to any present or former employee, consultant, contractor, agent, director or officer of the Acquired Companies. There are no unresolved disputes with any employees of the Acquired Companies.

Section 4.7 Conduct of Business

(1) **Clients.** Schedule 4.7(1) contains a list of the Clients of the Acquired Companies, indicating the existing contractual arrangements with each such Client, including the amount of the security deposit paid by each of the Clients of the Acquired Companies, if any. To the knowledge of the Sellers: (a) no facts exist which could reasonably be expected to result in the loss of any Clients or sources of revenue of the Business, which, in the aggregate, would be material to the Business or the financial condition of the Acquired Companies; (b) no indication has been received that any number of Clients will or may cease to deal with the Acquired Companies as a result of the sale of the Purchased Shares or for any other reason; and (c) the relationships of the Acquired Companies with each of its Clients are satisfactory and there are no unresolved disputes with any such Clients.

(2) **Contracts.** Schedule 4.7(2) lists or identifies all Material Contracts. None of the Acquired Companies is, nor to the knowledge of the Company is any other party to any Material Contract, in default under any Material Contract in any material respect, and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by the Acquired Companies or any other party to any Material Contract. Each Material Contract is in full force and effect, unamended by written or oral agreement, and the Acquired Companies are entitled to the full benefit and advantage of each Material Contract in accordance with its terms. The Acquired Companies have not received any notice of a default by the Acquired Companies under any Material Contract or of a dispute between the Acquired Companies and any other Person in respect of any Material Contract. The completion of the Purchase will not afford any party to any Material Contract or any other Person the right

to terminate any Material Contract nor will the completion of such transactions result in any additional or more onerous obligation on the Acquired Companies under any Material Contract except as disclosed in Schedule 4.7(4). A correct and complete copy of each written Material Contract and a written summary setting forth the terms and conditions of each oral Material Contract, if any, have been delivered to the Buyer.

(3) **Licences and Compliance with Law.** Schedule 4.7(3) lists all Licences and such Licences are the only Licences required for the operation of the Business. Such Licences are held by the Acquired Companies free and clear of any and all Encumbrances. The Business is being conducted by the Acquired Companies in accordance, in all material respects, with all terms and conditions of the Licences and in compliance, in all material respects, with Applicable Law. The Licences are valid and are in full force and effect, the Acquired Companies are not in violation of any term or provision or requirement of any Licence, and no Person has threatened to revoke, amend or impose any condition in respect of, or commenced proceedings to revoke, amend or impose conditions in respect of, any Licence, except where the revocation, amendment or imposition of any condition in respect of would not have a Material Adverse Effect on the Acquired Companies.

(4) **Consents.** Except for the Required Consents as specified in Schedule 4.7(4), no Consent of, or filing, declaration or registration with, or notice to any Governmental Authority or any other Person, which has not been received or made, is required to be obtained or made by the Sellers or the Acquired Companies for the execution and delivery of this Agreement or for the consummation of the transactions contemplated by this Agreement.

(5) **Compliance with Laws.** The Acquired Companies, in carrying on the Business are not in violation of any Applicable Law in any material respect. To the extent there is in this Agreement a more specific representation and warranty dealing with a specific area of law (e.g. employment), that representation and warranty will supersede this representation and warranty.

(6) **Insurance.** Attached as Schedule 4.7(6) is a list of all material insurance policies (including the name of the insurer, policy number, coverage limits, amount of deductible, type of insurance, expiry date, annual premiums and details of pending claims) maintained by the Company in respect of its assets, business operations, directors, officers and employees. All such insurance policies are valid and enforceable and in full force and effect, are sufficient for all applicable requirements of law, and provide insurance in such amounts and against such risks as is customary for companies engaged in businesses similar to that carried on by the Company to protect the employees, properties or assets, except as would not adversely affect the Company. The Company is not in default with respect to the payment of any premium, is in compliance with any of the provisions contained in any such insurance policy, and the Company has not failed to give any notice or present any claim within the appropriate time.

(7) **Litigation.** There are no actions, applications, complaints, claims, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of the Acquired Companies or the Sellers), pending or, to the Sellers' knowledge, threatened, by or against or affecting the Sellers or the Acquired Companies, at law or in equity, or before or by any court or other Governmental Authority, domestic or foreign, nor are there grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

Section 4.8 Tax Matters.

(1) Except as set out in Schedule 4.8, each of the Acquired Companies has duly and on a timely basis prepared and filed with each Governmental Authority all Tax Returns required to be filed by Applicable Law, and all such Tax Returns are true, complete and correct in all material respects. Copies of (a) all Tax Returns filed in respect of the three fiscal years of the Company ending prior to the date hereof, and (b) all

Tax Returns filed with a Governmental Authority in respect of the current fiscal year of the Company, have been provided to the Buyer.

(2) The Acquired Companies have paid, collected and remitted all material Taxes and instalments on account of Taxes which are due and payable, collectible or remittable, as the case may be regardless of whether shown in any Tax Return. Adequate provision has been made in the Company Financial Statements for all material Taxes for the periods covered by the Company Financial Statements. The Acquired Companies have no material liability or accrued or accruing liability for Taxes other than those provided for in the Company Financial Statements and those arising in the Ordinary Course of Business since the date of the Company Financial Statements. There are no Encumbrances for Taxes upon the Acquired Companies' assets (other than Permitted Encumbrances).

(3) There are no actions, suits, proceedings, investigations, reassessments, deficiencies, adjustments, audits or claims now pending or, to the knowledge of the Company, threatened, against the Acquired Companies in respect of Taxes, and there has at no time within the past five years been a matter under discussion, dispute, audit or appeal with any Governmental Authority relating to Taxes of the Acquired Companies. No reassessments of the Acquired Companies' Taxes have been issued and are outstanding. Neither the Acquired Companies nor the Sellers nor the Sellers has received any indication from any Governmental Authority that an assessment or reassessment of the Acquired Companies is proposed in respect of any Taxes, regardless of its merits.

(4) There are no Contracts, waivers or other arrangements providing for any extension of time with respect to the filing of any Tax Return or the payment of any Taxes by the Acquired Companies or the period for any assessment or reassessment of Taxes. The Acquired Companies has not requested, received or entered into any advance Tax rulings or advance pricing agreements with any Governmental Authority. The Acquired Companies are not party to or bound by any Tax allocation, indemnity or sharing agreement (other than a commercial agreement entered into in the Ordinary Course of Business the primary subject matter of which is not Taxes).

(5) The Acquired Companies have not acquired property or services from, or sold property or rendered services to, any Person not dealing at arm's length with it (for purposes of the Tax Act), or from or to any Person in circumstances that could result in the Acquired Companies becoming liable to pay an amount in respect of Taxes of such Person under the Tax Act, and the Acquired Companies is in compliance with any Applicable Law in respect of transfer pricing. There are not and have not been any transactions, events, or circumstances which could result in the application to the Acquired Companies of sections 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act.

(6) The Acquired Companies have withheld from each amount paid or credited to any Person the amount of Taxes required to be withheld, and have remitted such Taxes to the proper Governmental Authority within the time required under Applicable Law.

(7) The Company is registered for the purposes of the *Excise Tax Act* (Canada), and the Company is registered as required under any Applicable Law in respect of sales Taxes in all jurisdictions where such registration is required, and all such registration details, including related registration numbers, are shown on Schedule 4.8.

(8) No claim has ever been made by any Governmental Authority in a jurisdiction where an Acquired Company does not presently file Tax Returns that it is or may be subject to taxation by that jurisdiction or is required to file Tax Returns in that jurisdiction. Schedule 4.8 shows each jurisdiction in which the Acquired Companies file or is or have been required to file Tax Returns, and no circumstances exist that require or could require a Tax Return to be filed or Taxes to be or become due or payable in any other jurisdiction.

Notwithstanding any other provision of this Agreement to the contrary, the representations and warranties contained in this Section 4.8 are the sole and exclusive representations and warranties of the Acquired Companies and Sellers relating to Tax matters and nothing in this Agreement is or shall be construed as a representation or warranty with respect to the amount, useability, value or condition of, or any limitations on, any net operating losses, net capital losses, loss carryforwards, research and development, research and experimentation, investment, foreign or other Tax credits, cost amount or similar Tax assets and attributes, or the ability of Buyer or any of its Affiliates to utilize such Tax assets or attributes after the Closing.

Section 4.9 Property Rights and Technology

(1) Intellectual Property.

- (a) Schedule 4.9 contains a true and correct list of all Business Intellectual Property that is Registered Intellectual Property owned by the Acquired Companies. Each item of Registered Intellectual Property listed on Schedule 4.9 is valid and subsisting. With respect to each item of Registered Intellectual Property listed on Schedule 4.9, the Acquired Companies have made all necessary payments and filed all necessary documents for the purposes of prosecuting, establishing ownership and maintaining such Registered Intellectual Property in the name of an Acquired Company, and there are no interference, re-examination, cancellation or opposition proceedings associated therewith.
- (b) Schedule 4.9 contains (i) a true and complete list of all Proprietary Software and Proprietary Databases; (ii) a true and complete list of all Open Source Software incorporated, used or distributed with the Proprietary Software or Proprietary Databases, or from which any part of the Proprietary Software or Proprietary Databases is derived, (iii) the Proprietary Software or Proprietary Database to which each such item of Open Source Software relates, and (iv) an indication of whether the code underlying the Open Source Software is modified or distributed by the Acquired Companies. Except as specifically identified in Schedule 4.9, the Open Source Software does not have licence or other usage terms that require, as a condition of the Acquired Companies' incorporation, use or distribution of such Open Source Software with the Proprietary Software or Proprietary Databases, that the Proprietary Software or Proprietary Databases or any data incorporated into, derived from or internally distributed with the Proprietary Software and Proprietary Databases be (x) disclosed or, in the case of Proprietary Software, distributed in source code form, (y) licensed for the purpose of making derivative works, or (z) redistributable at no charge, or otherwise impose any other material limitation, restriction or condition on the right or ability of the Acquired Companies to use or distribute the Proprietary Software or Proprietary Databases. To the knowledge of the Company, the Proprietary Software and the Proprietary Databases do not contain any material programming errors or Harmful Code.
- (c) Schedule 4.9 contains a true and complete list of all Licensed Software and Licensed Databases. The Licensed Software and Licensed Databases do not include any Open Source Software that contain license or other usage terms that require, as a condition of the Acquired Companies' incorporation, use or distribution of such Proprietary Software or Proprietary Databases, or data incorporated into, derived from or internally distributed with such Licensed Software and Licensed Databases, be (i) disclosed or, in the case of Proprietary Software, distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge, or otherwise impose any other material limitation, restriction, or condition on the right or ability of the Acquired Companies to incorporate, use or distribute the Proprietary Software or Proprietary Databases. To the knowledge of the Company, the Licensed Software and the Licensed Databases do not contain any material programming errors or Harmful Code. With respect

to all Licensed Software and Licensed Databases, the Acquired Companies have licensed a sufficient number of “seats” or “users” to account for its use of such Licensed Software and Licensed Databases.

- (d) Schedule 4.9 contains a true and complete list of: (i) each licence or other right to use any Business Intellectual Property that the Acquired Companies have granted to any other Person, other than non-exclusive licenses granted to customers and suppliers in the Ordinary Course of Business, and (ii) the item of Business Intellectual Property to which such licence or other right relates. The Acquired Companies are not bound by any Contract containing a covenant or other provision that (x) limits or restricts the ability of the Acquired Companies to use, exploit, licence or commercialize the Proprietary Software or Proprietary Databases in any material respect, or (y) requires the Acquired Companies to licence any Proprietary Software or Proprietary Databases to any Person, other than as listed in Schedule 4.9 or non-exclusive licenses granted to customers and suppliers in the Ordinary Course of Business. No Person has a perpetual or irrevocable right to access or use the Proprietary Software or Proprietary Databases.
- (e) The Acquired Companies own all right, title and interest in and to, or otherwise has a valid and enforceable right to, in the Business as currently conducted, use, incorporate, modify, develop, all material Business Intellectual Property, in each case free and clear of all Encumbrances except Permitted Encumbrances. All right, title and interest in, to and associated with the Business Intellectual Property will be owned by, or validly licensed to or be freely available for use by the Acquired Companies immediately after the Closing on the same terms and conditions as it is owned or licensed immediately prior to the Closing. All Business Intellectual Property will be available for use by the Acquired Companies immediately after Closing in the same manner as used immediately prior to Closing. The Business Intellectual Property comprises all Intellectual Property necessary for the Acquired Companies to conduct the Business immediately after the Closing in substantially the same manner as it was conducted immediately prior to Closing.
- (f) To the knowledge of the Company, the operation of the Business as presently conducted, and the Acquired Companies’ use of the Business Intellectual Property as presently used, does not infringe, violate or misappropriate any Intellectual Property Rights of any other Person in any material manner. To the knowledge of the Company, the Acquired Companies and the operation of the Business in the three (3) years prior to Closing have not infringed, violated or misappropriated the Intellectual Property Rights of any other Person in any material manner. The Acquired Companies have not received any written notice or written claim from any other Person alleging that the Acquired Companies infringe, violate or misappropriate any Intellectual Property Rights of any other Person. There are no current or threatened actions, applications, complaints, claims, suits or proceedings, judicial or administrative, in which the Acquired Companies have alleged the infringement, violation or misappropriation of any Business Intellectual Property by any other Person, and, to the knowledge of the Company’s, there has been no material infringement, violation or misappropriation by any other Person of the Business Intellectual Property owned by the Acquired Companies. None of the Business Intellectual Property owned by the Acquired Companies is subject to any Order that prevents the use thereof by the Acquired Companies. Other than in the ordinary course examination of applications for Registered Intellectual Property, no action, application, complaint, claim, suit or proceeding is pending or, to the knowledge of the Company, threatened against the Acquired Companies that challenges either (i) the legality or validity of any Business Intellectual Property owned by the Acquired Companies, or (ii) a right of the Acquired Companies to enforce, use or own any Business Intellectual Property, nor, to the knowledge of the Company, is there a valid basis for any such action, application,

complaint, claim, suit or proceeding. None of the Business Intellectual Property owned by the Acquired Companies was developed, authored or conceived either exclusively or partially with funds from a Governmental Authority or using the facilities of any Governmental Authority.

- (g) The Acquired Companies have taken commercially reasonable measures to maintain and protect (a) all of the Business Intellectual Property owned by the Acquired Companies, and (b) any confidential information that has been disclosed to it by another Person, in each case, so as not to materially adversely affect the validity or enforceability thereof, and no loss or expiration of any Business Intellectual Property owned by the Acquired Companies is pending or, to the Company's knowledge, threatened except for Intellectual Property expiring at the end of its statutory term (and not as a result of any act or omission by the Acquired Companies, including any failure to pay any required maintenance fees).
- (h) No portion of any source code for the Proprietary Software has been delivered, licensed or made available to any Person, except to employees and contractors of the Acquired Companies who are authorized to use the source code only for the Acquired Companies' internal business purposes. No Person has any right to receive a copy of the source code for the Proprietary Software, whether from escrow or otherwise.

(2) **IT Systems.**

- (a) The Computer Software, Computer Databases, systems, servers, network equipment and other information technology systems used by the Acquired Companies (collectively, the "**IT Systems**") are in all material respects adequate and sufficient (including with respect to working condition and capacity) for operation of the Business, as currently conducted. The Acquired Companies (and any Persons acting on its behalf) has taken commercially reasonable measures that comply with applicable Industry Security Standards to maintain the performance, security, and integrity of the IT Systems. The Acquired Companies have commercially reasonable back-up and disaster recovery arrangements in the event of a failure of the IT Systems.
- (b) In each case where the Acquired Companies have acquired ownership of any Intellectual Property from any Person, to the knowledge of the Company, the Acquired Companies have obtained a valid and enforceable assignment sufficient to irrevocably assign to the Acquired Companies ownership of, and all right title and interest in and to, such Intellectual Property, and a waiver of moral rights sufficient to defend any claim therefor.
- (c) Except as set out in Schedule 4.9(2)(c), no current or former employees, directors, officers, shareholders, consultants, advisors or non-arm's-length Persons of the Acquired Companies were or are direct or indirect licensors of any Business Intellectual Property.
- (d) All material third party application programming interfaces ("**APIs**") used in connection with the Business and material Online Accounts are used in accordance with their published licences, terms of use, privacy policies and other contracts or documentation, and the Acquired Companies have not received any notice that any such APIs or Online Accounts have been used by the Acquired Companies in violation thereof.

(3) **Privacy.**

- (a) The Company and the Acquired Companies have at all times been in full compliance with all Applicable Privacy Laws. In addition, since January 1, 2022, the Acquired Companies have maintained and complied with a written information security program (the

“**Information Security Program**”) that complies with the following in all material respects (i) Applicable Laws and Applicable Privacy Laws, and (ii) its commitments under any Contracts to which the Acquired Companies are a party. The Information Security Program is designed and implemented in accordance with applicable Industry Security Standards in all material respects. The Acquired Companies’ Information Security Program includes administrative, technical, and physical safeguards in light of the Acquired Companies’ size and complexity and the nature and scope of their activities in compliance with Industry Security Standards. The Acquired Companies’ written Information Security Program is, at a minimum, designed to:

- (i) ensure the security, integrity and confidentiality of all Personal Information and other sensitive customer information that the Acquired Companies process;
 - (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of any Personal Information or other sensitive customer information that the Acquired Companies process;
 - (iii) protect against unauthorized access to or use of any Personal Information or other sensitive customer information that the Acquired Companies process; and
 - (iv) ensure compliance with the foregoing requirements by the Acquired Companies’ employees, contractors, representatives, service providers and vendors.
- (b) There have been no Security Incidents since January 1, 2022 and no Person or Governmental Authority has made any written complaint or claim, or commenced any investigation, claim or proceeding, with respect to any Security Incident.
- (c) The consummation of the transactions contemplated by this Agreement will not (i) violate any of the Acquired Companies’ policies or Contracts, or (ii) except for any notice requirement under Applicable Law and Applicable Privacy Laws related to the collection, use, processing and disclosure of Personal Information or as required under CASL, require the Acquired Companies to provide any notice to, or seek any Consent from, any user, employee, customer, supplier, service provider or other Person under such Contracts as it relates to the collection, use, processing and/or disclosure of User Data or Personal Information. Except for any restrictions set out in Applicable Privacy Law related to the collection, use, processing and disclosure of Personal Information and the policies and Consents under which any User Data or Personal Information was collected, and except as set forth in any Contracts to which the Acquired Companies are a party, there are no restrictions on the use, processing and/or disclosure by the Acquired Companies of any User Data or Personal Information collected by the Acquired Companies prior to the Closing Date. The manner in which User Data and Personal Information has been obtained, used, processed, stored and secured by the Acquired Companies materially complies and has at all times materially complied with all Applicable Law and all Applicable Privacy Laws.

Section 4.10 General Matters

- (1) **Broker Fees.** Neither the Sellers nor the Acquired Companies have employed any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or any commission from the Acquired Companies upon consummation of such transactions.

(2) **No Other Representations and Warranties.** Except for the representations and warranties contained in this Article 4 (including the related portions of the disclosure schedules), which the Sellers represent are accurate and complete and do not contain any untrue statement of a material fact, none of the Sellers, the Company or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Sellers or the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Company furnished or made available to the Buyer (including the Non-Disclosure Agreement and any information, documents or material made available to the Buyer in the data room, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Company, or any representation or warranty arising from statute or otherwise in law.

ARTICLE 5

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BUYER

The Buyer represents, warrants and covenants to the Sellers and the Company, and each of them, as stated below and acknowledges that the Sellers and the Company are relying on the accuracy of each such representation, warranty and covenant in entering into this Agreement and completing the transactions contemplated hereunder.

Section 5.1 Buyer Matters

(1) **Status and Capacity of Buyer.** The Buyer has been duly incorporated and organized, is a subsisting company in good standing under the laws of the Province of British Columbia, and has the corporate power and capacity to own, sell and operate its property, carry on its business, execute and deliver this Agreement, issue the Closing Consideration Shares, consummate the transactions contemplated hereunder and otherwise perform its obligations under this Agreement.

(2) **Qualification of the Buyer.** The Buyer is registered, licensed or otherwise qualified to carry on business and to own and operate its assets under the laws of each jurisdiction in which the nature of the business or the character, ownership or operation of the Buyer's assets makes such registration, licensing or qualification necessary under Applicable Law.

(3) **Authorization of Purchase.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder: (a) have been duly and validly authorized by all necessary corporate action on the part of the Buyer and no other corporate proceedings on the part of the Buyer are necessary to authorize this Agreement or the transactions contemplated hereunder, and (b) do not (or would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the Buyer's Organizational Documents, shareholders' agreements, resolutions of its board of directors or shareholders, or Contracts by which it is bound.

(4) **Enforceability.** This Agreement has been duly and validly executed and delivered by the Buyer and is a valid and legally binding agreement of the Buyer enforceable against the Buyer in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity.

(5) **No Conflict.** The execution, delivery and performance by the Buyer of this Agreement does not (and would not with the giving of notice, the passage of time or the happening of any other event or circumstance) result in a breach or a violation of, or conflict with, any judgement, judicial order or decree of any Governmental Authority, or a breach or a violation of, or conflict with, any Applicable Law.

(6) **Capitalization of the Buyer.** The authorized capital of the Buyer consists of an unlimited number of Treatment.com Shares without par value. As of the Effective Date, there are 51,251,494 Treatment.com Shares issued and outstanding.

(7) **Financial Statements.** The Buyer Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with financial statements of previous years and periods, as the case may be, and present fairly the assets, liabilities, revenue, earnings, results of operations and financial condition of the Buyer required by IFRS to be disclosed therein as at the date of the Buyer Financial Statements and for the periods to which they relate.

(8) **Liabilities of the Buyer.** There are no liabilities or obligations of any nature (liquidated or unliquidated, due or to become due and whether absolute, accrued, contingent or otherwise) of the Buyer of any kind whatsoever, and there is no basis for any assertion against the Buyer of any liabilities or obligations of any kind, other than:

- (a) the liabilities which are required by IFRS to be disclosed in the Buyer Financial Statements and have been disclosed, reflected or provided for in the Buyer Financial Statements prepared in accordance with IFRS;
- (b) liabilities incurred since the date of the Buyer Financial Statements which were incurred in the ordinary and usual course of the routine daily affairs of the Buyer's business, consistent with past practice;
- (c) liabilities which would not have a Material Adverse Effect on the Buyer; and
- (d) other liabilities or obligations disclosed in this Agreement.

(9) **Sufficiency of Funds.** The Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to fund the Buyer Loan.

(10) **Regulatory Approvals.** The Buyer will take, at its cost, all such steps and proceedings as may be reasonably required to obtain all necessary Consents from any applicable Governmental Authority and, if applicable, the shareholders of the Buyer with respect to the transactions contemplated in this Agreement, and will comply with all Applicable Law to obtain the required Regulatory Approvals.

(11) **Securities Law Matters.**

- (a) The Closing Consideration Shares will, on Closing, be issued, and Contingent Purchase Price Shares will, if issued, at the time of issuance be issued, in compliance with all Applicable Law (including Securities Laws) and subject to all restrictions of transfer required thereby. The Closing Consideration Shares have been, and any Contingent Purchase Price Shares will be, duly authorized for issuance and sale by all necessary action on the part of the Buyer and, when issued by the Buyer and delivered by the Buyer, will be validly issued, will be outstanding as fully paid and non-assessable, will be free from all Encumbrances, will rank *pari passu* in all respects with all other outstanding Treatment.com Shares, and will not have been issued in violation of or subject to any pre-emptive rights or other contractual rights to purchase securities issued by the Buyer, subject only to any restrictions on resale as imposed by Securities Laws and regulatory authorities having jurisdiction.
- (b) There are no material facts or material changes (within the meaning of applicable Securities Laws) relating to the Buyer or its business which is required to be disclosed under requirements imposed by Securities Laws but have not been publicly disclosed in the Buyer's continuous disclosure filings on SEDAR+.

- (c) No confidential material change report has been filed by the Buyer that remains confidential as the date hereof.
 - (d) The Buyer has filed all material documents required to be filed by it under applicable Securities Laws, and such documents do not contain a misrepresentation (within the meaning of applicable Securities Laws), or contain an untrue statement of a material fact, or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.
 - (e) The transfer of the Purchased Shares and Purchased Option Shares and the issuance of the Closing Consideration Shares, in exchange therefor, and, if issued, any Contingent Purchase Price Shares will be made pursuant to appropriate exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions* from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the Securities Laws.
 - (f) Each Seller is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Closing Consideration Shares or, if issued, any Contingent Purchase Price Shares and which may impose restrictions on the resale of such Closing Consideration Shares or Contingent Purchase Price Shares, as applicable, in that jurisdiction and it is the responsibility of each Seller to find out what those resale restrictions are, and to comply with them before selling the Closing Consideration Shares or, if issued, any Contingent Purchase Price Shares.
- (12) **Foreign Private Issuer.** The Buyer is, and will be after giving effect to the issuance of the Closing Consideration Shares or, if issued, any Contingent Purchase Price Shares, a “foreign private issuer” within the meaning of Rule 405 of Regulation C under the U.S. Securities Act.
- (13) **Investment Company.** The Buyer is not registered or required to be registered, nor will be so required after giving effect to the issuance of the Closing Consideration Shares or, if issued, any Contingent Purchase Price Shares, as an “investment company” pursuant to the U.S. Investment Company Act.
- (14) **U.S. Exchange Act.** No class of securities of the Buyer is registered or required to be registered pursuant to Section 12 of the U.S. Exchange Act, nor does the Buyer have a reporting obligation pursuant to Section 15(d) of the U.S. Exchange Act.
- (15) **No Other Representations and Warranties.** Except for the representations and warranties contained in this Article 5, none of the Buyer or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Buyer, including any representation or warranty as to the accuracy or completeness of any information regarding the Buyer furnished or made available to the Company and the Sellers (including the Non-Disclosure Agreement and any information, documents or material made available to the Company and the Sellers in the data room, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Buyer, or any representation or warranty arising from stature or otherwise in law.

ARTICLE 6 TAX MATTERS

Section 6.1 Preparation of Tax Returns

- (1) The Sellers shall cause to be prepared and filed on a timely basis all Tax Returns for the Acquired Companies for (a) any Pre-Closing Tax Period for which such Tax Returns are not required to be filed as

of the Closing Date, and (b) for any Straddle Period for which such Tax Returns are required to be prepared and filed (all Tax Returns referred to in clause (a) and (b) collectively being referred to herein as the “**Stub Period Returns**”). The Sellers shall prepare each Stub Period Return on a basis consistent with (i) Applicable Law, (ii) the final Closing Balance Sheet, and (iii) to the extent not inconsistent with Applicable Law, the past practices and procedures of the Acquired Companies. The Sellers shall not claim any reserve in the Stub Period Returns, except to the extent that an equivalent deferred revenue or similar reserve is recognized for accounting purposes and reflected in the final Closing Balance Sheet.

(2) The Sellers shall provide to the Buyer for its review a draft of each Stub Period Return no later than 30 days (or 10 days, in the case of a Stub Period Return in respect of sales Tax) prior to the due date for filing such Tax Return with the appropriate Governmental Authority. The Buyer shall notify the Sellers in writing within 15 days (or 5 days, in the case of a Stub Period Return in respect of sales Tax) after delivery to it of a Stub Period Return if it has any comments with respect to items set forth in such Stub Period Return. The Sellers shall consider in good faith any reasonable comments received from the Buyer with respect to the Stub Period Returns and Buyer shall cause the Acquired Companies to timely file such Stub Period Returns in accordance with Applicable Law. Notwithstanding the foregoing, the Buyer may, with the consent of the Seller Representative (such consent not to be unreasonably denied), cause the Acquired Companies to make, or not make, the elections referred to in subsection 256(9) of the Tax Act and the comparable provisions of any Applicable Law of any province or territory of Canada, and to file such elections in respect of the Acquired Companies’ taxation year ending immediately before the Closing Time.

(3) The Buyer will cause the Acquired Companies or the applicable subsidiary to timely remit any Taxes shown as owing on the Stub Period Returns.

Section 6.2 Cooperation Respecting Tax Matters

Each Party shall provide reasonable cooperation to the other Parties (and following the Closing, the Buyer shall cause each Acquired Company to provide reasonable cooperation to the Sellers) and their respective counsel in respect of Tax matters arising under this Agreement, including making available to each other in a timely fashion such data and other information as may reasonably be required for the preparation, review and filing of all Tax Returns, in order to contest any Tax matter, prepare for any audit by a Governmental Authority or to pursue any refund, objection or appeal; and preserving such data and other information until the expiry of any applicable limitation period under Applicable Law with respect to such Tax Returns in respect of Pre-Closing Tax Periods and Straddle Periods of the Acquired Companies; provided that, for the avoidance of doubt, (i) neither the Sellers nor any Affiliate of the Sellers shall have any obligation to provide or make available to any Person all or any portion of any Tax Return of the Sellers or of any Affiliate of the Sellers (other than the Acquired Companies); and (ii) neither the Buyer nor any Affiliate of the Buyer shall have any obligation to provide or make available to any Person all or any portion of any Tax Return of the Buyer or of any Affiliate of the Buyer (other than the Acquired Companies). The Parties agree to reasonably cooperate in good faith to determine whether any transaction set out in this Agreement, or any transaction that may be considered to be part of the same series of transactions as the transactions set out in this Agreement is a “reportable transaction” (as defined in section 237.3 of the Tax Act), is a “notifiable transaction” (as defined in section 237.4 of the Tax Act) or is otherwise required to be reported to any applicable Governmental Authority under any analogous provision of any comparable Law of any province or territory of Canada.

Section 6.3 Amendments to Tax Returns

Except as required by Applicable Law, neither the Buyer nor the Company shall, or cause or permit their Affiliates to, without the prior written Consent of the Sellers (which Consent shall not be unreasonably withheld, conditioned or delayed), refile, amend or otherwise modify any Tax Return of the Acquired

Companies filed for a Pre-Closing Tax Period or Straddle Period. The Sellers shall have no liability whatsoever resulting from any action by the Buyer or the Company contrary to this Section.

Section 6.4 Tax Refunds

Any Tax refunds that are received by Buyer or any of its Affiliates (including, following the Closing, for the avoidance of doubt, the Acquired Companies), and any amounts credited against any Tax of Buyer or any of its Affiliates (including, following the Closing, for the avoidance of doubt, the Acquired Companies), that relate to any Pre-Closing Tax Period (including the portion of any Straddle Period ending immediately prior to the time of Closing) shall be for the account of Sellers, and Buyer shall pay over to each Seller its pro rata share, as additional purchase price for the Purchased Shares and/or Purchased Option Shares, of any such refund or the amount of any such credit within fifteen (15) days after receipt thereof. At a Sellers written request and their sole cost and expense, Buyer shall timely and properly prepare, or cause to be prepared, and file, or cause to be filed, any claim for refund, amended Tax Return, or other Tax Return required to obtain any available Tax refunds relating to any Pre-Closing Tax Period and carryback any net operating loss or similar tax attributes from Pre-Closing Tax Periods to other Pre-Closing Tax Periods.

Section 6.5 Straddle Period Allocation

To the extent it is necessary for purposes of this Agreement to determine the allocation of Taxes among any Straddle Period, the amount of Taxes allocable to the portion of the Straddle Period ending immediately before the Closing Time shall be deemed to be: (i) in the case of Taxes imposed on a periodic basis (such as real or personal property Taxes), the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending on but not including the Closing Date and the denominator of which is the number of days in the entire relevant Straddle Period and (ii) in the case of Taxes not described in clause (i) above (such as franchise Taxes, withholding Taxes, Taxes that are based upon or related to income or receipts, based upon occupancy or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible)), the amount of any such Taxes shall be determined as if such taxable period ended immediately before the Closing Time.

Section 6.6 Tax Contests

The Sellers shall have carriage of any audit, litigation or other proceeding with respect to of an Acquired Company in respect of a Pre-Closing Tax Period (a “**Tax Contest**”) to the extent Seller is liable to indemnify such Taxes under this Agreement. With respect to any Tax Contest for which Seller have carriage, (i) Seller shall keep Buyer fully informed regarding the status of such Tax Contest and Buyer shall be provided copies of any correspondence relating to such Tax Contest; (ii) Seller shall consult in good faith with Buyer regarding the defense of such Tax Contest, and Seller will provide Buyer a reasonable opportunity to comment on any representations or submissions proposed to be made to a Governmental Authority in respect of such Tax Contest and to attend any meeting with any such Governmental Authority with respect to such matters; and (iii) Seller shall not resolve or abandon such Tax Contest without the prior written Consent of Buyer, such Consent not to be unreasonably withheld. To the extent that there is an inconsistency between this Section 6.6 and Section 10.9 as it relates to any Tax Contest, the provisions of this Section 6.6 shall govern.

Section 6.7 Transfer Taxes

The Buyer shall pay, or cause to be paid, any stamp tax, transfer tax, or other similar Tax imposed in connection with the purchase and sale hereunder (collectively, “**Transfer Taxes**”). Seller agrees to cooperate with Buyer in the filing of any returns with respect to the Transfer Taxes, including promptly

supplying any information in its possession that is reasonably necessary to complete such returns and the payment of such amounts due under this Section 6.7.

ARTICLE 7 COVENANTS

Section 7.1 Buyer's Covenants

During the Interim Period, except as otherwise Consented to by the Sellers' Representative, the Buyer shall:

- (1) **Organizational Documents.** Not to directly or indirectly do or permit to occur any of the following: (a) amend its Organizational Documents; (b) split, combine or reclassify any of its securities; (c) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution or reorganization; (d) take any action, refrain from taking any action, permit any action to be taken or not taken by it or any of its subsidiaries, inconsistent with this Agreement, which might, directly or indirectly, interfere with or adversely affect the consummation of the transactions contemplated hereunder; or (e) enter into or modify any Contract with respect to any of the foregoing.
- (2) **U.S. Securities Law.** Comply with all applicable U.S. Securities Laws, and make all necessary filings and registrations under U.S. Securities Laws, if applicable, in each case, in connection with the issuance of the Closing Consideration Shares or, if issued, any Contingent Purchase Price Shares, and any other distribution of securities contemplated hereby.
- (3) **Representations and Warranties of the Buyer.** Not to do anything that would cause any of the representations and warranties of the Buyer under this Agreement to be false or misleading.

Section 7.2 Sellers' Covenants

During the Interim Period, except as otherwise Consented to by the Buyer, the Sellers shall cause the Acquired Companies:

- (1) **Operations.** To carry on the Business in the Ordinary Course of Business and use commercially reasonable efforts to preserve intact its present business organization, keep available the services of its present officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it and to take any and all such further reasonable actions as may be requested by the Buyer preserve intact its present business organization, keep available the services of its present officers and employees and preserve its relationships with customers, suppliers and others having business dealings.
- (2) **Organizational Documents.** Not to directly or indirectly do or permit to occur any of the following: (a) amend its Organizational Documents; (b) split, combine or reclassify any of its securities; (c) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution or reorganization; (d) take any action, refrain from taking any action, permit any action to be taken or not taken by it or any of its subsidiaries, inconsistent with this Agreement, which might, directly or indirectly, interfere with or adversely affect the consummation of the transactions contemplated hereunder; or (e) enter into or modify any Contract with respect to any of the foregoing.
- (3) **Insurance.** To keep in full force its current insurance policies or without permitting any termination, cancellation or lapse thereof, to enter into replacement policies providing coverage equal to or greater than the coverage under those cancelled, terminated or lapsed for substantially similar premiums;
- (4) **Changes or Dividends.** Not issue (other than pursuant to Options), grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of the Acquired Companies, declare, set aside or pay any

dividend or other distribution (whether in cash, shares or property or any combination thereof) in respect of its shares, or redeem or otherwise acquire any shares of the Company;

(5) **Employee Remuneration.** To not: (a) increase the compensation of any director, officer, employee, consultant, contractor or agent of the Acquired Companies; (b) pay to or for the benefit of, or agree to pay to or for the benefit of, any director, officer, employee, consultant, contractor or agent of the Acquired Companies any pension or retirement allowance or other benefit not required by the existing benefit plans or Contracts; or (c) amend any of the arrangements referred to in this Section 7.2(5) now in existence.

(6) **Termination of Options.** Terminate all unexercised Options on or before the Closing Time.

(7) **Disposition of Assets.** Except in the Ordinary Course of Business, not to sell, transfer, mortgage or otherwise dispose of, or encumber, or agree to sell, transfer, mortgage or otherwise dispose of or encumber, any material properties or assets, real, personal or mixed.

(8) **Representations and Warranties of the Sellers.** Not to do anything that would cause any of the representations and warranties of the Sellers under this Agreement to be false or misleading.

Section 7.3 Regulatory Approvals and Required Consents

(1) The Buyer shall promptly file this Agreement with the CSE for the listing of the Closing Consideration Shares and Contingent Purchase Price Shares. Each Party shall co-operate fully with the other Party in promptly seeking to obtain all Regulatory Approvals. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required Regulatory Approvals.

(2) Each Party shall use commercially reasonable efforts to give all notices to, and obtain all Required Consents; provided that the Sellers shall not be obligated to pay any consideration therefor to any third party from whom such Required Consent or approval is requested.

Section 7.4 Director and Officer Indemnification

The Buyer agrees that all rights to indemnification, advancement of expenses and exculpation by the Company now existing in favour of each Person who is now, or has been at any time before the date hereof or who becomes before the Closing Date, an officer or director of the Acquired Companies, as provided in the Organizational Documents of the Acquired Companies, in each case as in effect on the date of this Agreement, or under any other agreements in effect on the date hereof and disclosed in Section 7.4 of the disclosure schedule, shall survive the Closing Date and shall continue in full force and effect in accordance with their respective terms.

Section 7.5 Personal Information Privacy.

The Buyer shall, at all times, comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Buyer by the Sellers or the Company under this Agreement. The Buyer shall only collect, use or disclose such Personal Information for the purposes of investigating the Acquired Companies and the Business as contemplated in this Agreement and completing the transactions contemplated in this Agreement. The Buyer shall safeguard all Personal Information collected from the Sellers or the Acquired Companies in a manner consistent with the degree of sensitivity of the Personal Information and maintain, at all times, the security and integrity of the Personal Information. The Buyer shall not make copies of the Personal Information or any excerpts thereof or in any way recreate the substance or contents of the Personal Information if the transactions contemplated hereunder are not completed for any reason and shall return all Personal Information to the Sellers or, at the request of a Seller, destroy such Personal Information at such the Buyer's sole cost.

Section 7.6 Confidentiality.

The Buyer acknowledges and agrees that the Non-Disclosure Agreement remains in full force and effect and, in addition, covenants and agrees to keep confidential, in accordance with the provisions of the Non-Disclosure Agreement, information provided to Buyer under this Agreement. If this Agreement is, for any reason, terminated before the Closing Date, the Non-Disclosure Agreement and the provisions of this Section 7.6 shall nonetheless continue in full force and effect.

ARTICLE 8 CONDITIONS

Section 8.1 Buyer's Conditions

The obligations of the Buyer under this Agreement are subject to the conditions set out in this Section 8.1, which are for the exclusive benefit of the Buyer and all or any of which may be waived, in whole or in part, by the Buyer in its sole discretion by notice given to the Sellers' Representative and the Company. The Sellers shall use their commercially reasonable efforts to take all actions, steps and proceedings as are reasonably within its control to cause each of such conditions to be fulfilled or performed at or before the time specified for Closing.

(1) **Truth of Representation and Warranties.** All representations and warranties of the Sellers contained in this Agreement shall have been true in all material respects, except for representations and warranties that contain a materiality or a Material Adverse Effect qualification which shall be true in all respects, as of the Closing Date with the same effect as though made on and as of that date (except to the extent that any representation or warranty is specifically given as of a certain date or is affected by the occurrence of events in the ordinary course of the Business or transactions expressly contemplated and permitted by this Agreement, or otherwise Consented to in writing by the Buyer).

(2) **Sellers' Obligations.** The Sellers shall have performed and complied in all material respects with each of their obligations under this Agreement to the extent required to be performed on or before the Closing Date.

(3) **Material Adverse Effect.** The Company shall not have suffered a Material Adverse Effect.

(4) **No Convertible Securities on Closing.** As of the Closing Date, the Company will have no outstanding convertible securities, agreements or obligations for the exercise, conversion or issuance of Purchased Shares other than the SAFEs.

(5) **Treatment of SAFEs.** Except as contemplated by this Agreement, there shall be no cash liabilities with respect to the SAFE Holders on Closing and no portion of the SAFE Settlement Amount shall be payable in cash by the Buyer or the Company.

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

(7) **Approvals, Consents, etc.** All Regulatory Approvals and Required Consents shall have been received and shall be absolute and in Agreed Form, and no such Regulatory Approval or Required Consent shall have been revoked.

(8) **Closing Deliveries.** The Buyer shall have received the documents set forth in Section 11.2.

Section 8.2 Sellers' Conditions

The obligations of the Sellers under this Agreement are subject to the conditions set out in this Section 8.2 which are for the exclusive benefit of the Sellers and all or any of which may be waived, in whole or in part, by the Sellers' Representative in its sole discretion by notice given to the Buyer. The Buyer shall use its commercially reasonable efforts to take all actions, steps and proceedings as are reasonably within its control to cause each of such conditions to be performed at or before the time specified for Closing.

- (1) **Truth of Representations and Warranties.** All representations and warranties of the Buyer contained in this Agreement shall have been true in all material respects, except for representations and warranties that contain a materiality or a Material Adverse Effect qualification, which shall be true in all respects, as of the Closing Date with the same effect as though made on and as of that date (except to the extent that any representation or warranty is specifically given as of a certain date).
- (2) **Buyer's Obligations.** The Buyer shall have performed and complied in all material respects with each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.
- (3) **Material Adverse Effect.** The Buyer shall not have suffered a Material Adverse Effect.
- (4) **No Orders.** No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be prescribed following completion thereof.
- (5) **Approvals, Consents, etc.** All Regulatory Approvals and Required Consents shall have been received and shall be absolute or in Agreed Form, and no such Regulatory Approval or Required Consent shall have been revoked.
- (6) **Nominee Appointment.** Unless a nominee of the Company has been elected to the board of directors of the Buyer, the Buyer shall invite a representative of the Company to attend meetings of the Buyer's board of directors for a period of not less than two (2) years, in an observer, non-voting capacity, who shall be provided with copies of all, minutes, consents, and other materials that the Company provides to its directors; provided, however, that such representative shall agree to hold in confidence all information and shall enter into a confidentiality agreement with the Buyer, in an Agreed Form.
- (7) **BDC Loan Guarantee.** The BDC Loan Guarantee shall have been released and terminated.
- (8) **Closing Deliveries.** The Sellers shall have received the documents set forth in Section 11.3.

ARTICLE 9 TERMINATION

Section 9.1 Termination Rights

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Company, the Sellers' Representative and the Buyer;
- (b) by notice given by the Buyer to the Sellers' Representative and the Company:

- (i) as permitted in Section 8.1 for failure of a condition to be satisfied if the Buyer has not waived such condition at or prior to Closing (unless such failure shall be due to the failure of the Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing); or
 - (ii) if Closing has not occurred by the Outside Date provided that the Buyer is not then in material breach of this Agreement;
- (c) by notice given by the Sellers' Representative to the Buyer:
 - (i) as permitted by Section 3.1;
 - (ii) as permitted by Section 8.2 for failure of a condition to be satisfied if the Sellers' Representative has not waived such condition at or prior to Closing (unless such failure shall be due to the failure of the Sellers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing); or
 - (iii) if Closing has not occurred by the Outside Date (provided that the Sellers are not then in material breach of this Agreement); or
- (d) on the date the Purchase is rejected by the CSE, if applicable, and all recourse or rights of appeal have been exhausted.

(2) Effect of Termination

In the event of the termination of this Agreement in accordance with Section 9.1, this Agreement shall forthwith have no further force or effect and there shall be no liability on the part of any Party except: (a) as set forth in Section 3.1, Section 7.5, Section 7.6, this Article 9 and Article 12; and (b) that nothing herein shall relieve any Party from liability for fraud or any intentional breach of any provision hereof prior to such termination.

**ARTICLE 10
SURVIVAL AND INDEMNITIES**

Section 10.1 Survival

Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect for until the dates set forth in Section 10.5(1) and Section 10.5(2) in respect thereto. None of the covenants or other agreements contained in this Agreement shall survive the Closing other than those which by their terms contemplate performance after the Closing, including but not limited to, those covenants and other agreements in Article 2 and Section 7.2, and each such surviving covenant and agreement shall survive the Closing.

Section 10.2 Indemnification of Buyer

Subject to the limitations and other provisions of this Article 10, each Seller jointly and severally covenants and agrees with the Buyer to indemnify the Buyer's Indemnified Parties and save them fully harmless, against, and will reimburse them for, any Damages arising from, in connection with or related in any manner whatever to:

- (a) any incorrectness in or breach of any representation or warranty of any Seller contained in this Agreement;

- (b) any breach or any non-fulfilment of any covenant or agreement on the part of any Seller contained in this Agreement; or
- (c) any Taxes of the Company in respect of a Pre-Closing Tax Period, but only to the extent such Taxes are not reflected on the Closing Financial Statements.

Section 10.3 Indemnification of Sellers

Subject to the limitations and other provisions of this Article 10, the Buyer covenants and agrees with the Sellers to indemnify the Seller Indemnified Parties and save them fully harmless, against, and will reimburse them for, any Damages arising from, in connection with or related in any manner whatever to:

- (a) any incorrectness in or breach of any representation or warranty of the Buyer contained in this Agreement;
- (b) any breach or non-fulfilment of any covenant or agreement on the part of the Buyer contained in this Agreement.

Section 10.4 Claim Notice

(1) If an Indemnified Party becomes aware of any act, omission or state of facts that may give rise to Damages in respect of which a right of indemnification is provided for under this Article 10, the Indemnified Party shall within five (5) Business Days of becoming so aware give written notice thereof (a “**Claim Notice**”) to the Indemnifying Party. The Claim Notice shall specify whether the potential Damages arise as a result of a claim by a Person against the Indemnified Party (a “**Third Party Claim**”) or whether the potential Damages arise as a result of a claim directly by the Indemnified Party against the Indemnifying Party (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Direct Claim or Third Party Claim, as the case may be;
- (b) the specific sections of this Agreement pursuant to which indemnification is being sought;
- (c) the estimated amount of the potential Damages arising therefrom; and
- (d) such other information as is reasonably necessary to enable the Indemnifying Party to assess the merits of the potential claim.

(2) Nothing in this Section 10.4 shall be construed to affect the time within which a Claim Notice must be delivered pursuant to Section 10.5(1) and Section 10.5(2) in order to permit recovery pursuant to Section 10.2(a), Section 10.2(b), Section 10.2(c), Section 10.3(a) or Section 10.3(b), as the case may be.

Section 10.5 Time Limits for Claim Notice

(1) **Notice by the Buyer.** No Damages may be recovered from the Sellers pursuant to Section 10.2(a), Section 10.2(b), or Section 10.2(c) unless a Claim Notice is delivered by the Buyer on or before the following dates:

- (a) with respect to the representations and warranties in Section 4.1, Section 4.2(1), Section 4.2(3), or Section 4.10(1) and with respect to Damages in respect of a claim based on fraud, intentional misrepresentation or willful misconduct, at any time after the Closing Date;

- (b) with respect to the representations and warranties in Section 4.8, at any time on or before the date that is 90 days after the expiration of the last of the limitation periods contained in the Tax Act and any other Applicable Law subsequent to the expiration of which an assessment or reassessment or other form or recognized document assessing liability for Tax for the period ended on the Closing Date cannot be issued to the applicable Acquired Company (such period to include any period extended by any agreement, waiver or arrangement with any Governmental Authority); and
- (c) with respect to all other representations and warranties, on or before date that is 12 months after the Closing Date.

Unless a Claim Notice has been given in accordance with the timing set out in this Section 10.5(1) the Sellers shall be released on the date set out in this Section 10.5(1) from all obligations to indemnify the Buyer's Indemnified Parties pursuant to Section 10.2(a), Section 10.2(b), and Section 10.2(c) with respect to the subject matter in question.

(2) **Notice by the Sellers.** No Damages may be recovered from the Buyer pursuant to Section 10.3(a) or Section 10.3(b) unless a Claim Notice is delivered by the Seller's Representative on or before the following dates:

- (a) with respect to the representations and warranties in Section 5.1(1) or Section 5.1(2) and with respect to Damages in respect of a claim based on intentional fraud, misrepresentation or willful misconduct, at any time after the Closing Date; and
- (b) with respect to all other representations and warranties, on or before date that is 12 months after the Closing Date.

Unless a Claim Notice has been given in accordance with the timing set out in this Section 10.5(2) the Buyer shall be released on the date set out in this Section 10.5(2) from all obligations to indemnify the Sellers' Indemnified Parties pursuant to Section 10.3(a) and Section 10.3(b) with respect to the subject matter in question.

Section 10.6 Monetary Limitations.

(1) **Damages from Sellers.** Notwithstanding anything contained in this Agreement to the contrary, from and after Closing, the Sellers shall not be liable for any amounts for which the Buyer's Indemnified Parties are otherwise entitled to indemnification pursuant to Section 10.2(a) unless the aggregate amount of all Damages for which the Buyer's Indemnified Parties are entitled to indemnification pursuant to Section 10.2(a) exceeds \$50,000 in which event the accumulated aggregate amount of all Damages from the first dollar may be recovered from the Sellers (the "**Aggregate Claim Threshold**"). Prior to Closing, the Sellers shall not, and the Company shall, be liable for any amounts for which the Buyer's Indemnified Parties are otherwise entitled to indemnification pursuant to Section 10.2(a).

(2) The maximum aggregate liability of the Sellers for Damages under Section 10.2(a) shall not exceed \$2,500,000 (the "**Indemnity Cap**"). Provided however, the limitations in Section 10.6(1) and Section 10.6(2) shall not apply (a) to any breach of a representation and warranty in Section 4.1, Section 4.2(1), Section 4.2(3), Section 4.8 or Section 4.10(1); or (b) in the case of fraud, intentional misrepresentation or willful misconduct.

(3) In no event shall any Seller be liable to any Buyer's Indemnified Party for any punitive, exemplary, incidental, consequential, special or indirect Damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any Damages based on any type of multiple.

(4) In no event shall any Seller be liable to any Buyer's Indemnified Party for any Damages based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Company or the Sellers set out in this Agreement if the Buyer had knowledge of such inaccuracy or breach before the Closing.

(5) **Damages from Buyer.** Notwithstanding anything contained in this Agreement to the contrary, from and after Closing, the Buyer shall not be liable for any amounts for which the Sellers' Indemnified Parties are otherwise entitled to indemnification pursuant to Section 10.3(a) unless the aggregate amount of all Damages for which Sellers' Indemnified Parties are entitled to indemnification pursuant to Section 10.3(a) exceeds, on a cumulative basis, the Aggregate Claim Threshold in which event the accumulated aggregate amount of all Damages from the first dollar may be recovered from the Buyer.

(6) The maximum aggregate liability of the Buyer for Damages under Section 10.3(a) shall not exceed the Indemnity Cap. Provided however, the limitations in Section 10.6(5) and Section 10.6(6) shall not apply (a) to any breach of a representation and warranty in Section 5.1(1) or Section 5.1(2); or (b) in the case of fraud, intentional misrepresentation or willful misconduct. Without limiting the foregoing, the Buyer acknowledges and agrees that any breach of its obligations under Section 2.2 to issue and deliver the Closing Consideration Shares and the Contingent Purchase Price Shares when due or its obligations under Section 2.8 shall constitute a willful misconduct for purposes of the Article 10.

(7) In no event shall the Buyer be liable to any Sellers' Indemnified Party for any punitive, exemplary, incidental, consequential, special or indirect Damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any Damages based on any type of multiple.

(8) In no event shall the Buyer be liable to any Sellers' Indemnified Party for any Damages based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Buyer set out in this Agreement if the Sellers had knowledge of such inaccuracy or breach before the Closing.

Section 10.7 Mitigation

Each Indemnified Party shall use reasonable efforts to mitigate any claim or liability that such Indemnified Party asserts or is reasonably likely to assert under this Article 10. In the event that any Indemnified Party shall fail to make such reasonable efforts to mitigate any such claim or liability, then notwithstanding anything contained in this Agreement to the contrary, the Indemnifying Party shall not be required to indemnify the Indemnified Party for that portion of any Damages that could reasonably be expected to have been avoided if the Indemnified Party had made such efforts.

Section 10.8 Direct Claims

In the case of a Direct Claim, the Indemnifying Party shall have 60 days from receipt of a Claim Notice in respect thereof within which to make such investigation. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party or any of its Representatives the information relied upon by the Indemnified Party to substantiate its right to be indemnified under this Article 10, together with all such other information as the Indemnifying Party may reasonably request. If the Parties fail to agree at or before the expiration of such 60-day period (or any mutually agreed upon extension thereof), the Indemnified Party shall be free to pursue such remedies as may be available to it subject to the terms and conditions hereof.

Section 10.9 Third Party Claims

(1) **Rights of Indemnifying Party.** In the case of a Third Party Claim (other than a Tax Contest), the Indemnifying Party shall have 60 days from receipt of a Claim Notice to elect, at its option, to exercise its right to assume and control the defense of, at its own expense and by counsel of its own choosing, any such

Third Party Claim, and shall be entitled to assert any and all defences available to the Indemnified Party to the fullest extent permitted by Applicable Law.

(2) **Respective Rights on Indemnifying Party's Assumption of Control.** If the Indemnifying Party elects to assume control of any such Third Party Claim as contemplated by Section 10.9(1) the Indemnified Party shall cooperate fully with the Indemnifying Party and its counsel in the defence of such Third Party Claim. Such cooperation shall include (a) allowing the Indemnifying Party and its Representatives to investigate the fact, matter, event or circumstance alleged to give rise to the Third Party Claim and using commercially reasonable efforts to make available to the Indemnifying Party, its then current officers, directors and employees to act as witnesses (including interviews, the preparation and submission of witness statements and the giving of evidence at any related hearing); (b) promptly furnishing all material and information relating to the Third Party Claim; (c) preserving all material evidence relating to the Third Party Claim; and (d) providing reasonable access to any Representatives of the Parties as reasonably needed; provided that, in each case, such cooperation shall not unduly interfere with the operation of the Indemnified Party's business. The Indemnifying Party shall not Consent to the settlement or discharge of such Third Party Claim without the prior written Consent of the Indemnified Party (which Consent shall not be unreasonably withheld, conditioned or delayed), unless the relief consists solely of money Damages to be paid by the Indemnifying Party and unless the settlement or discharge does not involve any finding or admission of any violation of Applicable Law or admission of any wrongdoing of the Indemnified Party. Notwithstanding the Indemnifying Party's election to assume the defense of such Third Party Claim, the Indemnified Party shall have the right to employ separate counsel and to monitor the defence of such Third Party Claim, and the Indemnified Party shall bear the reasonable fees, costs and expenses of such separate counsel, that shall not exceed \$50,000.

(3) **No Assumption of Control by Indemnifying Party.** If the Indemnifying Party, after receiving a Claim Notice with respect to a Third Party Claim, does not elect to assume control of such Third Party Claim within 60 days after receipt thereof or if the Indemnifying Party fails to conduct the defence with reasonable diligence, the Indemnified Party shall have the right to assume control of such Third Party Claim (upon providing further written notice thereof to the Indemnifying Party), subject to the right of the Indemnifying Party to (a) assume the control of such Third Party Claim at any time prior to the settlement or final determination thereof; and (b) approve the counsel selected by the Indemnified Party (which approval shall not be unreasonably withheld, conditioned or delayed). The Indemnified Party shall not agree to the settlement or discharge of, or admit any liability with respect to, any such Third Party Claim without the prior written Consent of the Indemnifying Party (which Consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary contained in this Article 10, no Indemnifying Party shall have any liability under this Article 10 for any Damages arising out of or in connection with any Third Party Claim that is settled or discharged by an Indemnified Party without the prior, written Consent of such Indemnifying Party.

Section 10.10 Characterization of Indemnification Payments

Unless otherwise required by Applicable Law, any payment made pursuant to this Article 10 shall be treated for all Tax purposes as an adjustment to the Consideration.

Section 10.11 Payment

The Buyer shall offset any Damages under this Agreement by withholding such number of Contingent Purchase Price Shares that may become payable hereunder equal to the amount such Damages divided by the Market Price on Closing.

Section 10.12 No Recourse

Payments by the Sellers under Section 10.2 in respect of any Damages shall be satisfied solely by the Buyer withholding such number of Contingent Purchase Price Shares that may become payable hereunder in an amount equal to such Damages divided by the Market Price on Closing. Notwithstanding any other express or implied provision of this Agreement, the sole recourse to the amount of Damages to which any of the Buyer's Indemnified Parties may be entitled under Article 10 is to withhold such number of Contingent Purchase Price Shares that may become payable hereunder in an amount equal to such Damages divided by the Market Price on Closing. For greater certainty, the Buyer acknowledges and agrees that the Buyer's Indemnified Parties will: (a) have no recourse whatsoever against any of the Securityholders for Damages in excess of the amount equal to the number of Contingent Purchase Price Shares withheld multiplied by the Market Price on Closing, (b) have no recourse whatsoever against any of the Closing Consideration Shares or any Contingent Purchase Price Shares that are released; and (c) not receive any cash payment by an Indemnifying Party.

Section 10.13 Exclusive Remedy

The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article 10. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Applicable Laws, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties and their Affiliates and each of their respective Representatives arising under or based upon any Law, except under the indemnification provisions set forth in this Article 10. Nothing in this Section 10.13 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled.

ARTICLE 11 CLOSING

Section 11.1 Closing

Closing shall take place virtually (through exchange of copies of signatures or e-signatures) at the Closing or at such location(s) in any other manner as may be agreed upon by the Parties.

Section 11.2 Sellers' Deliveries

At the Closing, the Sellers' Representative shall deliver or cause to be delivered to the Buyer or the Buyer's legal counsel, in each case, in Agreed Form:

- (a) share certificates evidencing the Purchased Shares and any Purchased Option Shares duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank;
- (b) a resignation and release of each officer and director of the Company;
- (c) a certificate of good standing or equivalent for each of the Acquired Companies issued by the appropriate Governmental Authority in its jurisdiction of incorporation;
- (d) executed signature pages from each of William Cherniak and Harry Cherniak in respect of each of the Employment Agreements;

- (e) a certificate, executed by an officer of the Company, certifying: (i) the Organizational Documents of the Company; (ii) resolutions of directors of the Company approving the entering into of this Agreement and the consummation of the transactions contemplated hereby; and (iii) a list of directors and officers of the Company authorized to sign this Agreement and any other documents required to be delivered hereunder;
- (f) a certificate, executed by the Sellers' Representative, certifying that the conditions described in Section 8.1(1), Section 8.1(2) and Section 8.1(3) have been satisfied;
- (g) copies of any executed SPA Joinder; and
- (h) duly passed resolutions of the Company's directors approving or ratifying, as applicable, the issuance of the Purchased Shares as fully paid and non-assessable common shares in the capital of the Company and resolutions approving or ratifying, as applicable, the issuance of the Options.

Section 11.3 Buyer Deliveries

At the Closing, the Buyer shall deliver or cause to be delivered to the Seller Representative, in each case, in Agreed Form:

- (a) share certificates or DRS evidencing the Closing Consideration Shares;
- (b) a certificate of good standing or equivalent of the Buyer issued by the appropriate Governmental Authority in its jurisdiction of incorporation;
- (c) executed signature pages from the Company or Rocket Doctor, Inc., as the case may be, in respect of each of the Employment Agreements;
- (d) a certificate, duly executed by an officer of the Buyer, certifying: (i) the Organizational Documents of the Buyer; (ii) resolutions of directors of the Buyer approving the entering into of this Agreement and the consummation of the transactions contemplated hereby; and (iii) a list of directors and officers of the Buyer authorized to sign this Agreement and any other documents required to be delivered hereunder; and
- (e) a certificate, executed by an officer of the Buyer, certifying that the conditions described in Section 8.2(1), Section 8.2(2) and Section 8.2(3) have been satisfied.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Time

Time shall be of the essence hereof.

Section 12.2 Further Assurances

Each Party shall from time to time promptly execute and deliver all further documents and take all further action as a Party may reasonably request to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated under this Agreement.

Section 12.3 Notice

All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by email or other electronic transmission:

- (a) If to the Sellers or to the Sellers' Representative:

180 John Street
Toronto, Ontario M5T 1X5

Attention: William Cherniak

Email: [REDACTED] [email address redacted]

with a copy, which shall not constitute notice, to:

Torys LLP
525 – 8th Avenue S.W., 46th Floor
Eighth Avenue Place East
Calgary, AB T2P 1G1 Canada

Attention: Michael Pedlow

Email: [REDACTED] [email address redacted]

- (b) If to the Buyer:

Treatment.com AI Inc.
700 - 838 West Hastings Street
Vancouver, British Columbia, V6C 1H2

Attention: Essam Hamza

Email: [REDACTED] [email address redacted]

with a copy, which shall not constitute notice, to:

McMillan LLP
Royal Centre, 1055 West George Street
Suite 1500, PO Box 11117
Vancouver, BC V6E 4N7

Attention: Desmond Balakrishnan

Email: [REDACTED]

or to any other address or Person that the Party designates. Any notice, if delivered: (i) personally or by courier, will be deemed to have been given and received on the day it is so delivered and at such address; or (ii) by pre-paid registered mail, will be deemed to have been given and received on the fourth Business Day following the date of its mailing.

Section 12.4 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein.

Section 12.5 Independent Legal Advice

Each Party acknowledges that it has been advised to and has been given an opportunity to obtain independent legal advice with respect to entering into this Agreement, that it has obtained such independent legal advice, and that such Party is entering into this Agreement of such its own free will, not being under any coercion, duress or undue influence to do so, and with full capacity and authority to do so, and with full knowledge of the contents of this Agreement and its rights and obligations under this Agreement.

Section 12.6 Public Announcements

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

Section 12.7 Legal and Accounting Fees

Each of the Parties will pay its own legal, accounting and other fees and expenses incurred in connection with the Agreement and the Closing and all other costs and expenses whatsoever and howsoever incurred.

Section 12.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior Contracts, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, except for the Non-Disclosure Agreement. There are no representations, warranties, covenants, conditions or other Contracts, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except for the Non-Disclosure Agreement. The Parties are not relying on any other information, discussion or understanding in entering into this Agreement and completing the transactions contemplated hereunder.

Section 12.9 Amendment

No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by the Buyer, the Company and the Sellers' Representative at the time of the amendment, supplement, restatement or termination.

Section 12.10 Waiver

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the Company, the Buyer and the Sellers' Representative. No failure to exercise, indulgence, forbearance or other accommodation, and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

Section 12.11 Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

Section 12.12 Assignment and Enurement

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties. The Buyer may, without such consent in writing, assign, directly or indirectly, its rights (but not its obligations) hereunder to any of its wholly-owned subsidiaries, provided, however, that no such assignment shall relieve the Buyer of its obligations hereunder. Any purported assignment of rights or delegation of obligations in violation of this Section 12.12 shall be null and void, and of no effect. This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

Section 12.13 Sellers' Representative

(1) The Sellers' Representative, on behalf of each Seller, shall have the full power and authority to make any decision, take any act, provide any consent or provide any instruction as may be required or necessary under this Agreement. Any decision, act, consent or instruction of the Sellers' Representative shall constitute a decision, act, consent or instruction of all of the Sellers and shall be final, binding and conclusive upon each Seller, and the Buyer may rely upon any decision, act, consent or instruction delivered to it in writing by the Sellers' Representative as being the decision, act, consent or instruction of each and every Seller, as applicable. The Buyer shall be relieved from any liability to any Person for any acts or omission by the Buyer in accordance with such decision, act, consent or instruction delivered to it by the Sellers' Representative. No Seller shall have the right to object to, dissent from, protest or otherwise contest the same.

(2) The Buyer acknowledges and agrees that the Sellers' Representative is serving in that capacity solely for purposes of administrative convenience, and is not personally liable in such capacity for any of the obligations of any Seller under this Agreement, and the Buyer agrees that neither it, nor any of the Buyer's Indemnified Parties, will look to the personal assets of the Sellers' Representative, acting in such capacity, for the satisfaction of any obligations to be performed by any Seller hereunder, except to the extent the satisfaction of such obligations to be performed are obligations of the Sellers' Representative in his capacity as a Seller. The Sellers, jointly and severally, agree to indemnify the Sellers' Representative, for any Damages suffered by the Sellers' Representative as a result of the Sellers' Representative carrying out its duties in accordance with this Section 12.13.

Section 12.14 Third Party Beneficiaries

Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing sentence: (i) the provisions of Section 7.4 are intended for the benefit of all such directors and officers and shall be enforceable by each of such Persons; (ii) all provisions of Article 2 in respect of the payment of the SAFE Settlement Amount are intended for the benefit of all such SAFE Holders and shall be enforceable by each of such Persons, and, in case, by his or her heirs, executors, administrators, its assignees and successors and other legal representatives (collectively, the "**Third Party Beneficiaries**") and the Sellers shall hold the rights and benefits of such sections in trust for and on behalf of the Third Party Beneficiaries and the Sellers hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third Party Beneficiaries; and (iii) are in addition to, and not in substitution for, any other rights that the Third Party Beneficiaries may have by contract or otherwise.

Section 12.15 Counterparts Electronic Signatures

This Agreement may be signed and delivered in one or more counterparts, including by email, DocuSign or other means of electronic transmission, and each such counterpart shall together constitute one and the same instrument and be treated the same as an original signed copy.

[Signature page follows]

The Parties have executed this Agreement.

TREATMENT.COM AI INC.

By: "Essam Hamza"
Name: Dr. Essam Hamza
Title: Chief Executive Officer

ROCKET DOCTOR INC

By: "William Cherniak"
Name: Dr. William Cherniak
Title: Chief Executive Officer

SELLERS

"William Cherniak"
WILLIAM CHERNIAK

"Harry Cherniak"
HARRY CHERNIAK

"Justin Losier"
JUSTIN LOSIER

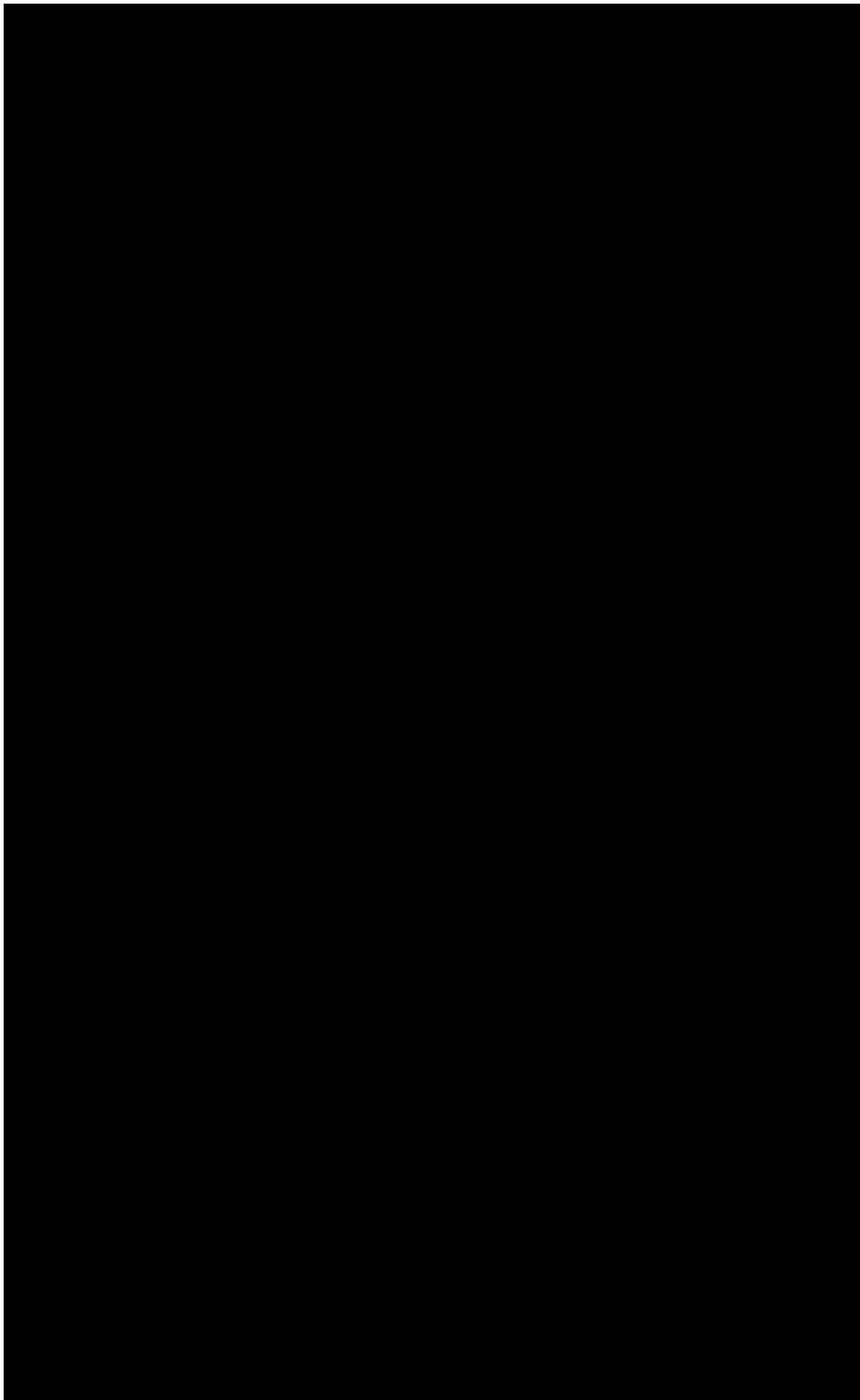
SELLER'S REPRESENTATIVE

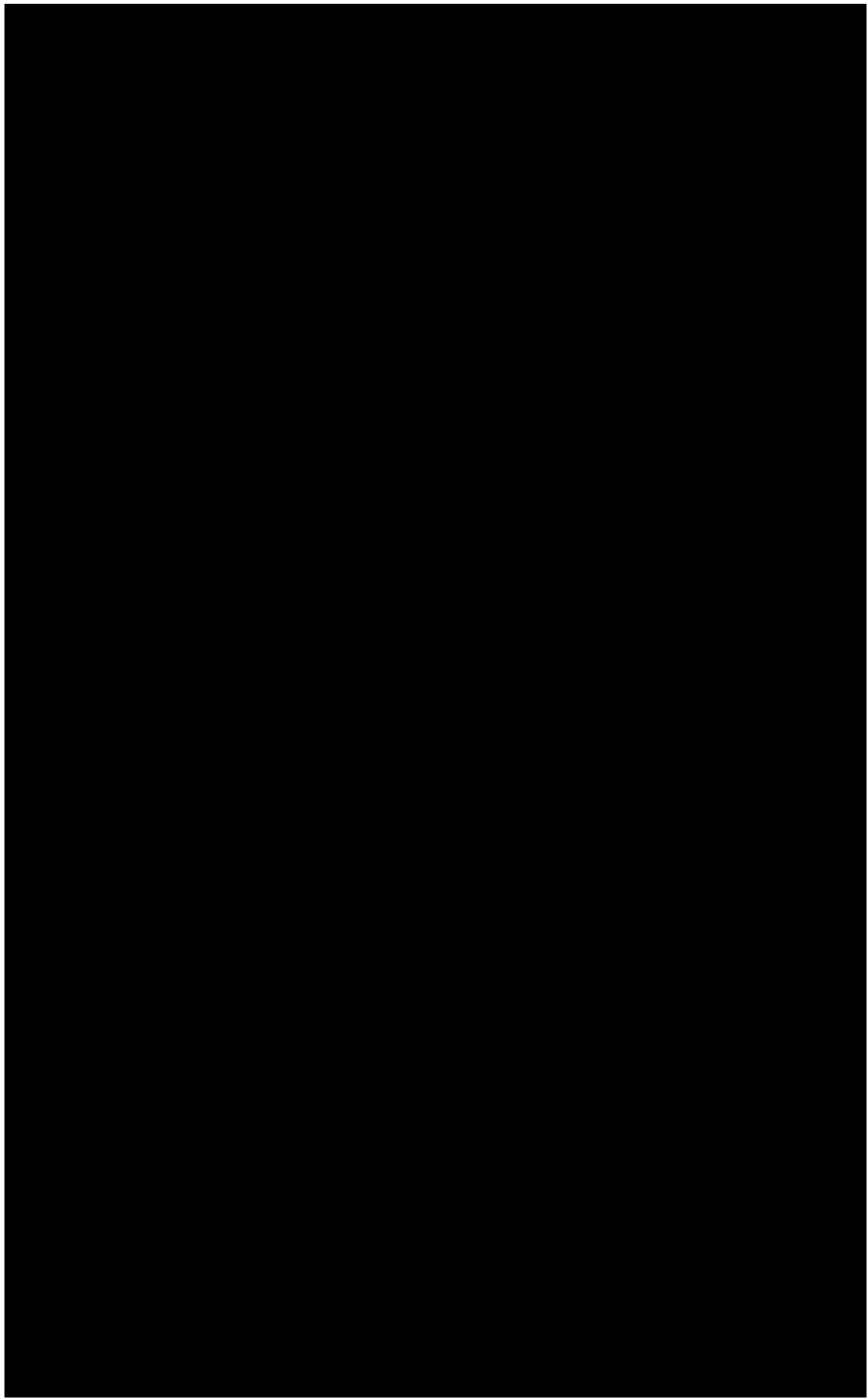
"Harry Cherniak"
Name: Harry Cherniak

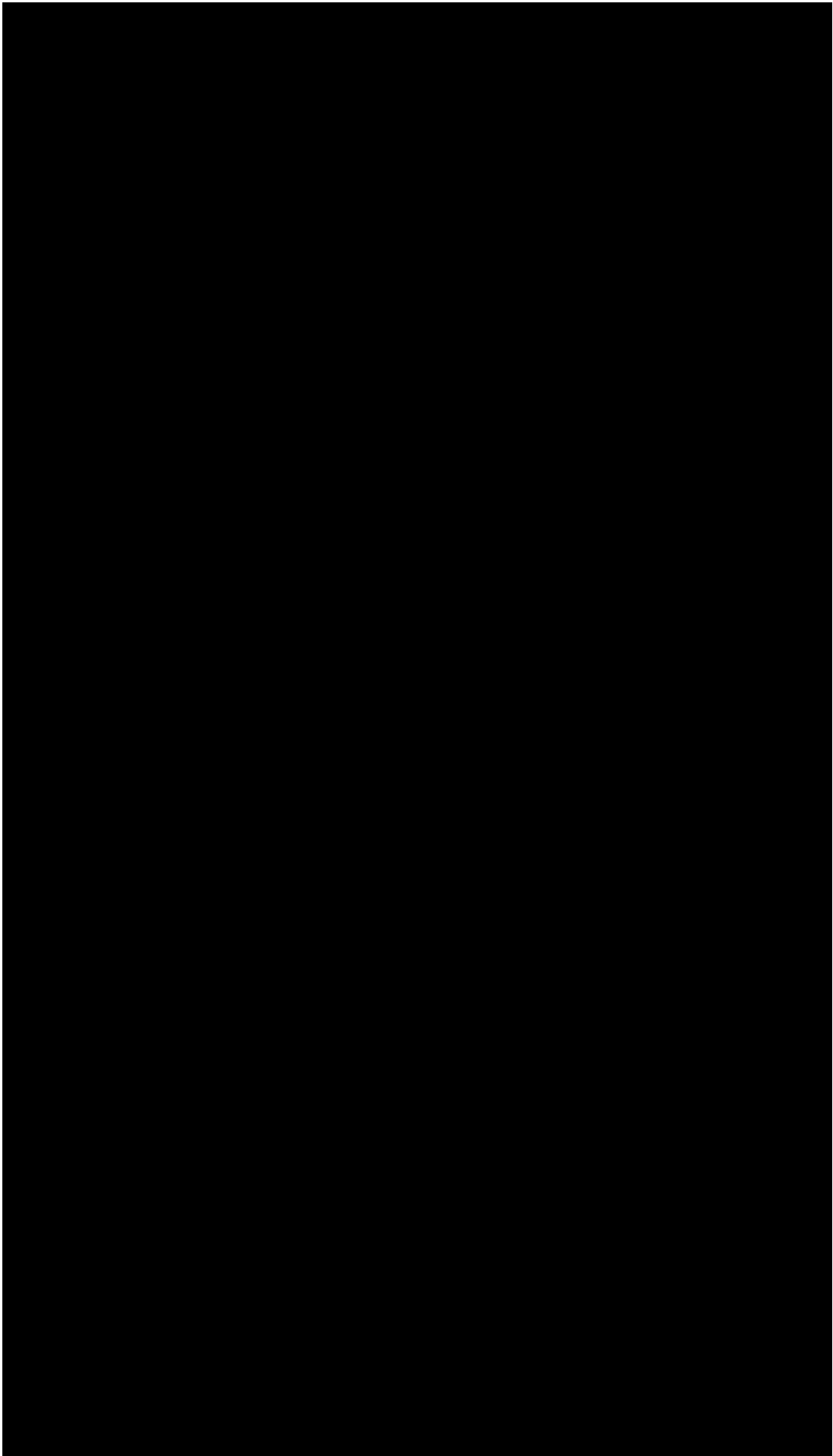
Schedule 1.1(34) – Annual Financial Statements.

See attached.

[commercially sensitive information redacted]

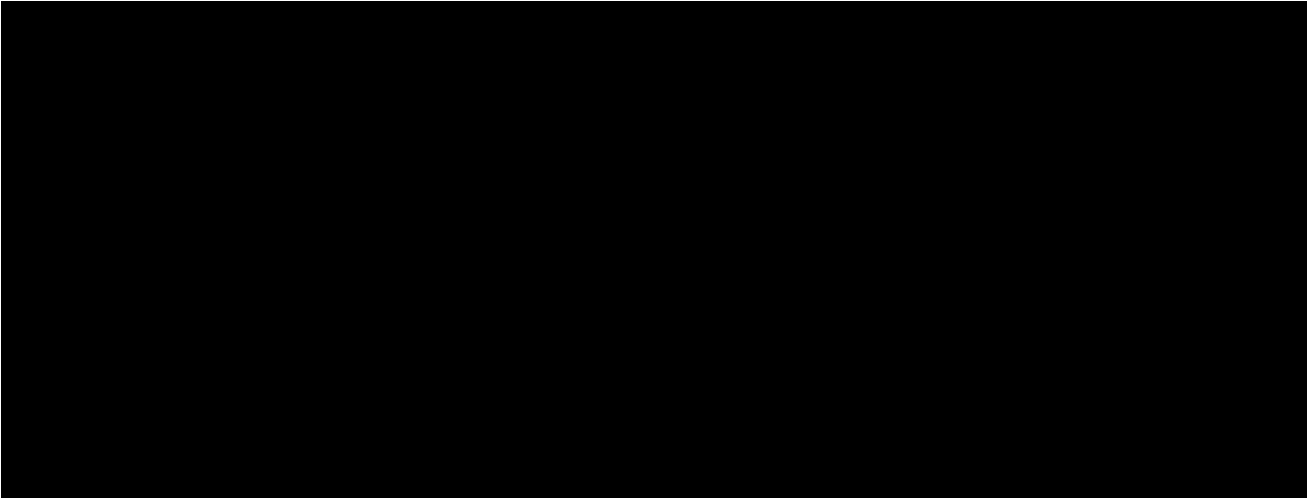






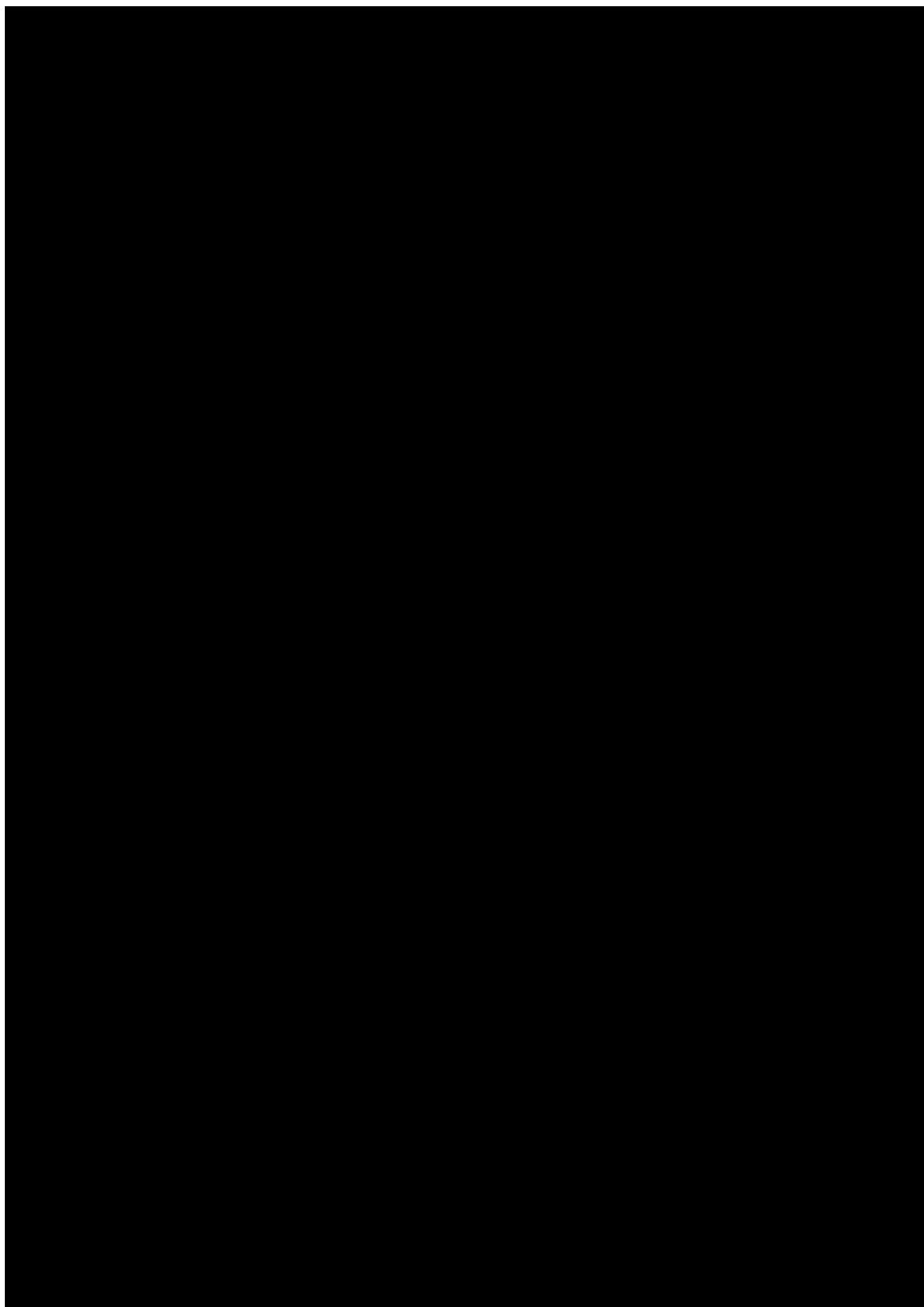


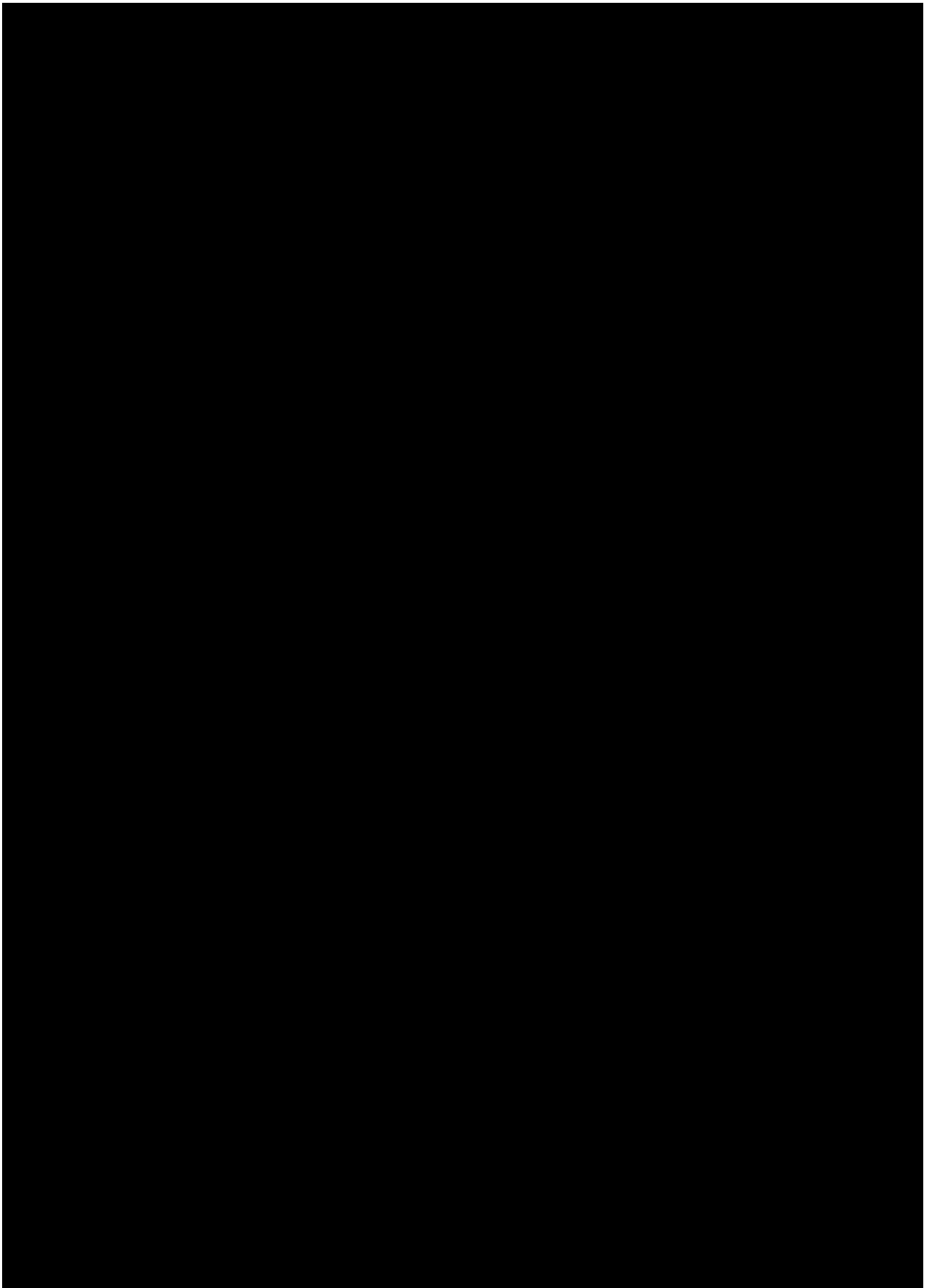
Schedule 1.1(90) – Encumbrances.



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1. *Introduction*
 2. *Background*
 3. *Methodology*
 4. *Results*
 5. *Discussion*
 6. *Conclusion*
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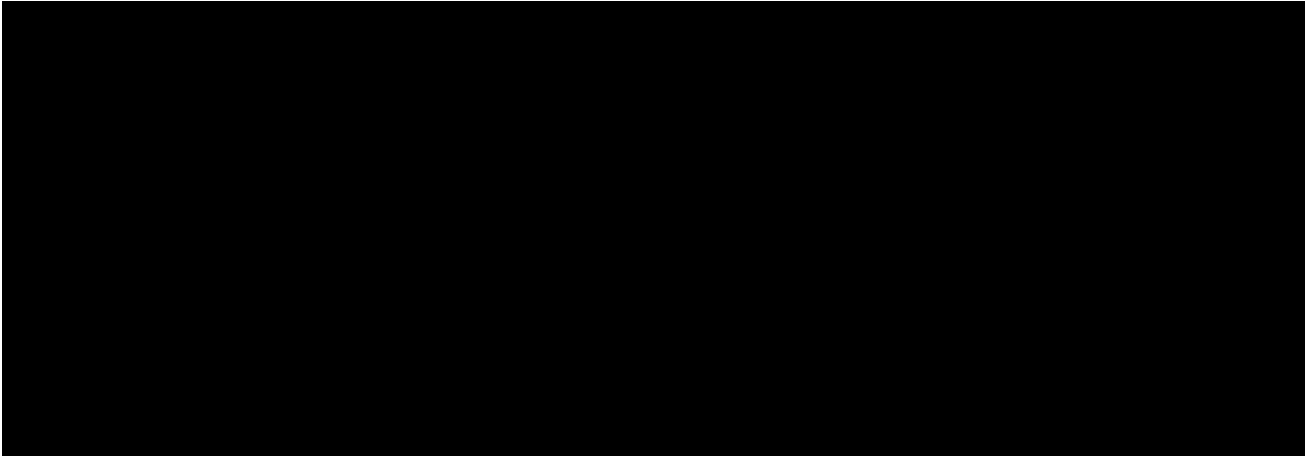






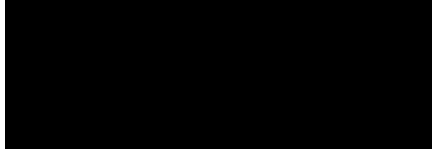
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Schedule 1.1(111) – Sellers.



[commercially sensitive information redacted]

Schedule Section 2.2 – Consideration.



[commercially sensitive information redacted]

Schedule 3.1 – Buyer Loan.

This instrument and the rights and obligations evidenced hereby, are subject to the terms and conditions contained in the Share Purchase Agreement dated February 11, 2025 (as the same may be amended or otherwise modified from time to time, the “Purchase Agreement”) between, inter alios, Treatment.com AI Inc. and Rocket Doctor Inc.

PROMISSORY NOTE

FOR VALUE RECEIVED, **ROCKET DOCTOR INC.** (“**Promisor**”) acknowledges itself indebted to and, subject to Section 3 below and the provisions of the Purchase Agreement, unconditionally promises to pay to or to the order of **TREATMENT.COM AI INC.** (“**Holder**”) the unpaid principal balance of all advances (“**Principal Amount**”) made by the Holder to the Promisor on such dates and in accordance with such terms set out in the Purchase Agreement, upon presentation and surrender of this demand note (the “**Note**”) to the Holder. Capitalized terms used in this Note which are not defined in this Note shall have the meaning ascribed to such terms in the Purchase Agreement.

1. Principal Amount. The Promisor agrees that this Note is evidence of indebtedness by the Promisor to the Holder in the Principal Amount, to be paid in such installments in accordance with Purchase Agreement, as follows:

- (a) the amount of \$75,000 on the date hereof;
- (b) the amount of \$75,000 on the earlier of: (i) 15 days after the date hereof, and (ii) the Closing Date;
- (c) the amount of \$75,000 on the earlier of: (i) 30 days after the date hereof, and (ii) the Closing Date; and
- (d) the amount of \$450,000 on the Closing Date.

2. Interest. The Principal Amount outstanding from time to time shall bear no interest.

3. Payment. The Principal Amount shall be payable on demand by the Holder, provided that no demand shall be made by the Holder until the earlier of (a) the 24-month anniversary of the date of termination of the Purchase Agreement (other than pursuant to the last paragraph of Section 3.1 of the Purchase Agreement), and (b) the 24-month anniversary of the Closing Date.

4. Evidence of Indebtedness under Note. The Holder shall maintain a record of the Principal Amount owing at any time under the Note and such records shall, absent manifest error, constitute *prima facie* evidence of such amounts owing.

5. Payments.

- (a) Payment of the Principal Amount shall be made in lawful money of Canada by wire transfer to the Holder at the bank account designated by the Holder.
- (b) If any payment under the Note becomes due and payable on a day other than a business day, this payment shall be extended to the next succeeding business day.
- (c) The Principal Amount owing under this Note may be prepaid at any time in whole or in part from time to time without penalty or premium.

6. Legal.

- (a) In the event of any conflict or inconsistency between the provisions of this Note and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail and be paramount. If any covenant, representation, warranty, default or repayment provision contained herein is in conflict with or is inconsistent with a provision of the Purchase Agreement relating to the same specific matter, such covenant, representation, warranty, default or repayment provision shall be deemed to be amended to the extent necessary to ensure that it is not in conflict with or inconsistent with the provision of the Purchase Agreement relating to the same specific matter.
- (b) The Promisor waives presentment, protest, notice of dishonour and all other notices, and agrees that no extension or indulgence to the Promisor or release, substitution or non-enforcement of any security, or release or substitution of the Promisor or any other party, whether with or without notice, shall affect the obligations of the Promisor. The Promisor waives all suretyship defences or right to discharge. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver of such power, right or privilege, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.
- (c) No party hereto shall assign its rights or obligations under, or its interest in, this Note without the prior written consent of the other party hereto, which may not be unreasonably withheld.
- (d) This Note shall be binding upon and enure to the benefit of the Promisor and the Holder and their respective successors and permitted assigns.
- (e) This Note shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (f) This Note may be executed in counterparts and by original manual signatures or electronic signatures each of which shall be of the same legal effect, validity and enforceability as a manually executed signature and may be delivered by sending a scanned copy by electronic mail (including in PDF format) which shall be as effective as delivery of a manually executed counterpart of this Note, all of which taken together shall be deemed to constitute one and the same instrument.

DATED the 11th day of February, 2025.

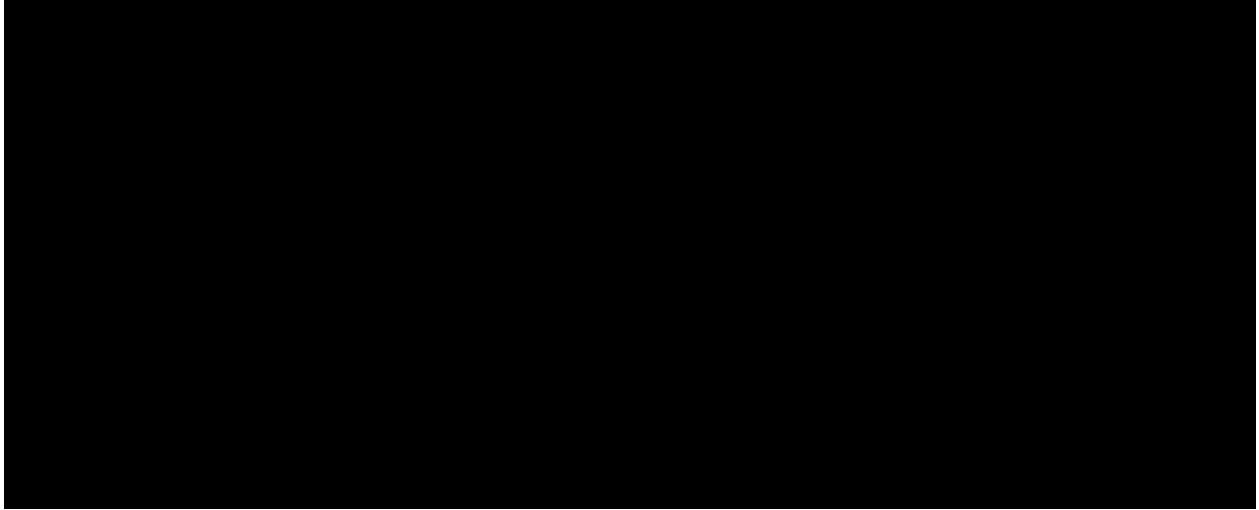
ROCKET DOCTOR INC.

Per: _____
Authorized Signatory

TREATMENT.COM AI INC.

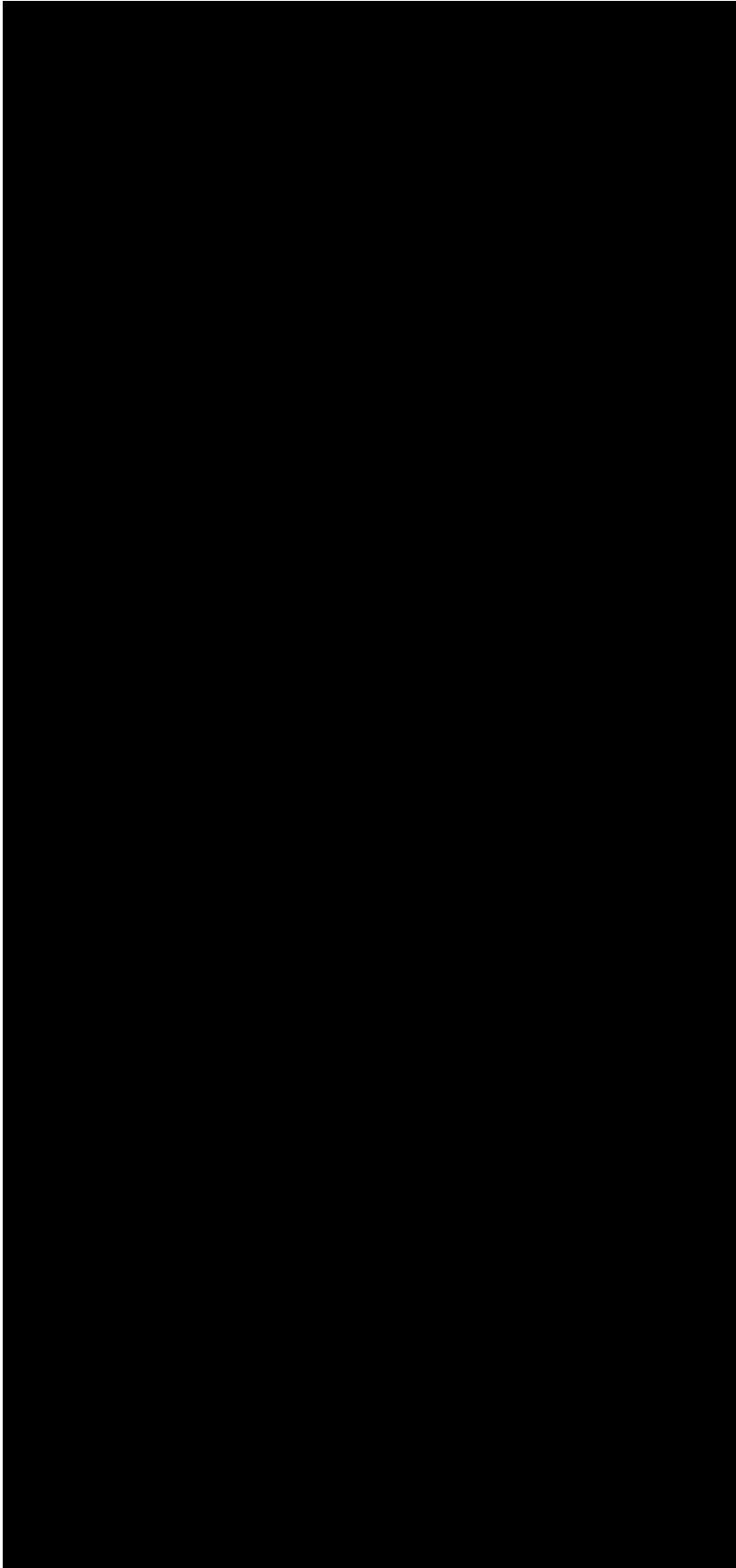
Per: _____
Authorized Signatory

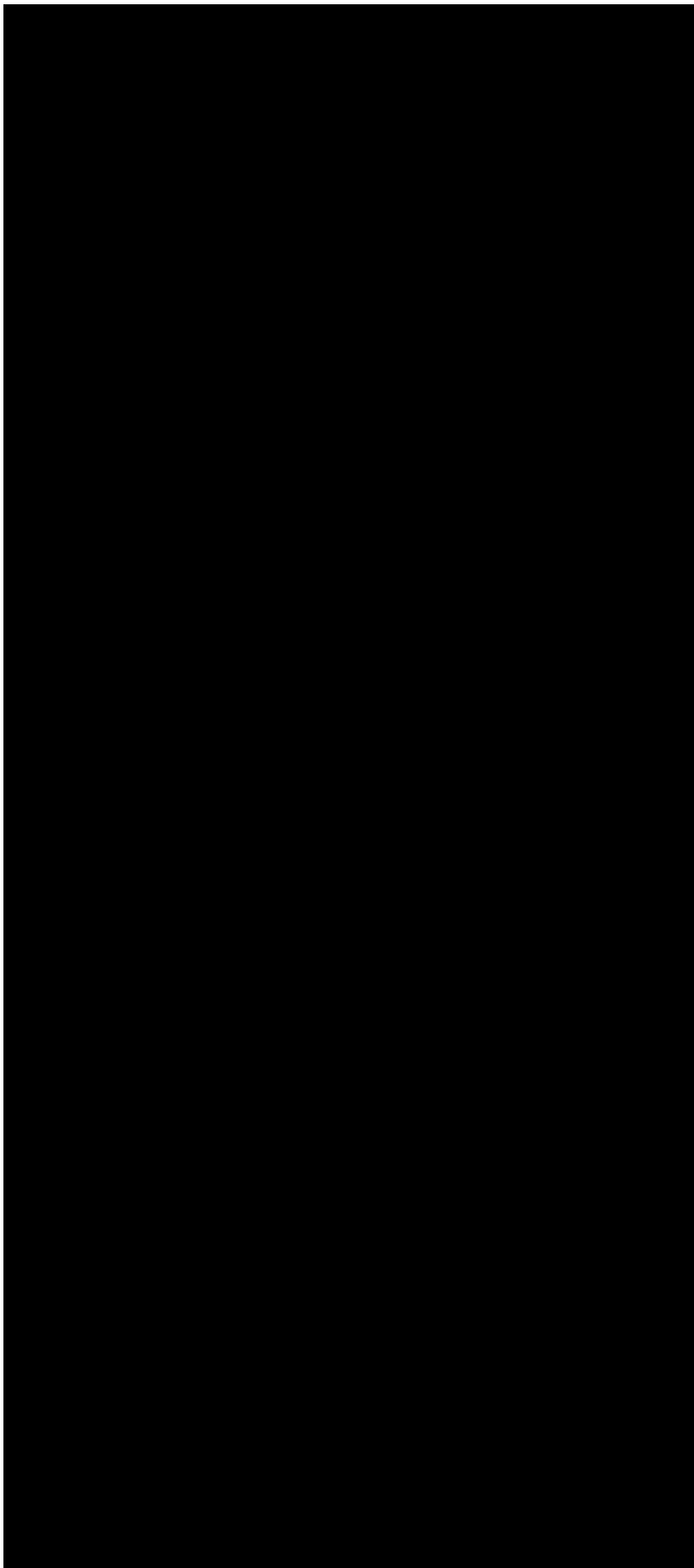
Schedule 4.2(1) – Corporate Matters.

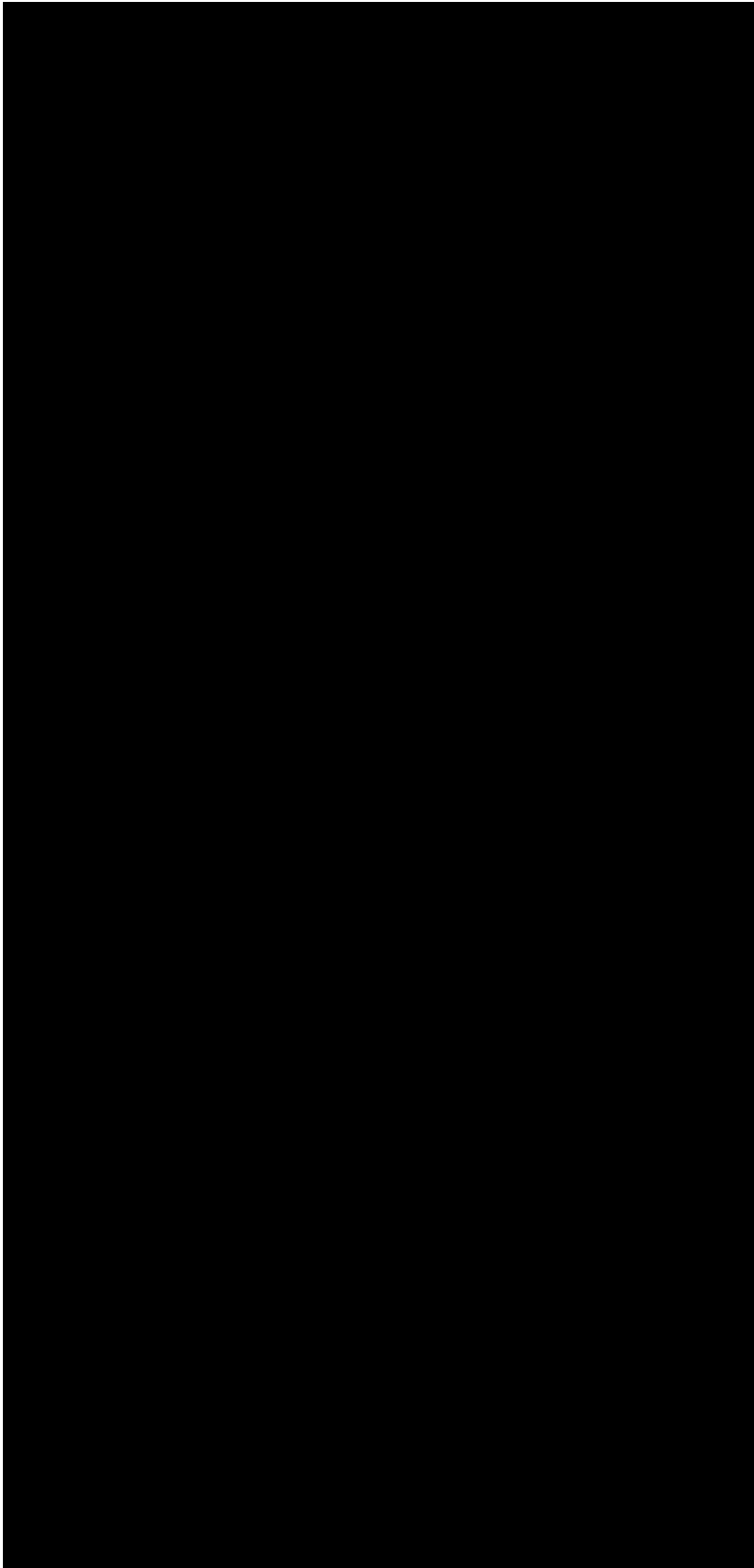


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Schedule 4.2(3) – Options.







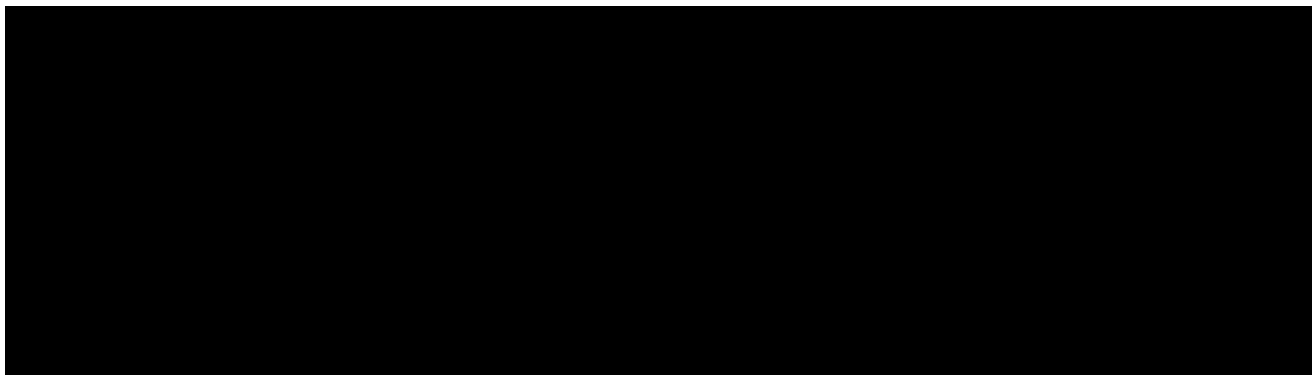
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Schedule 4.2(4) – Investments.



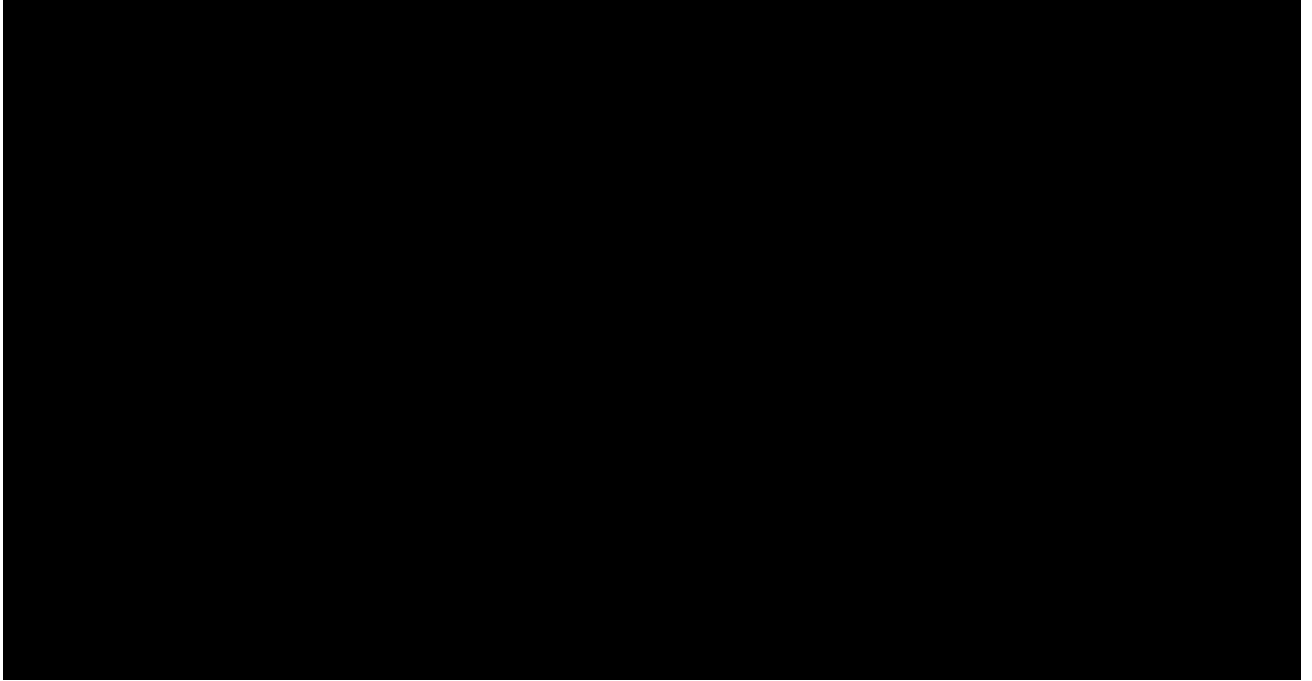
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Schedule 4.2(5) – Corporate Records.



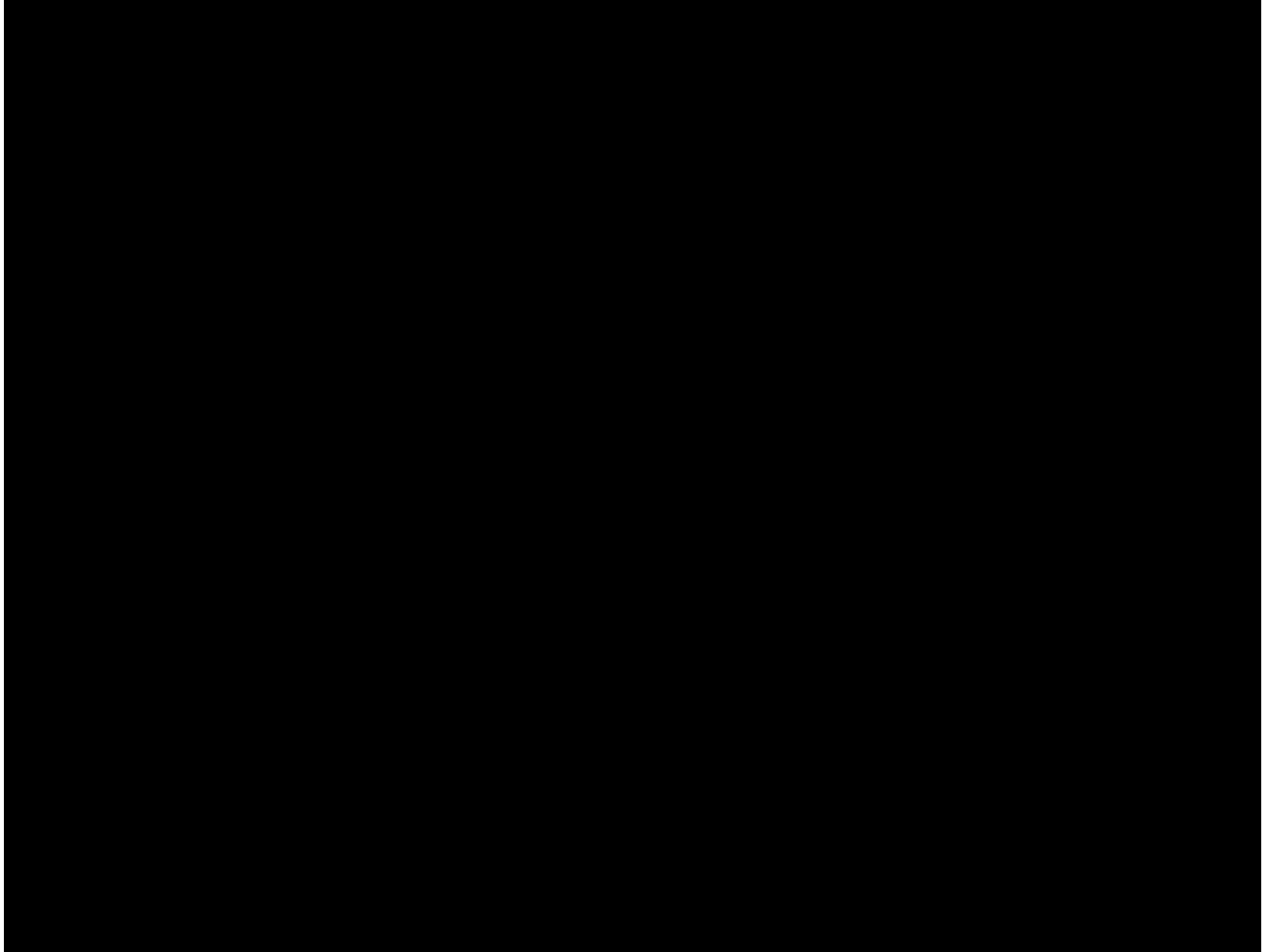
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Schedule 4.3(4) – Non-Arm’s Length Matters.



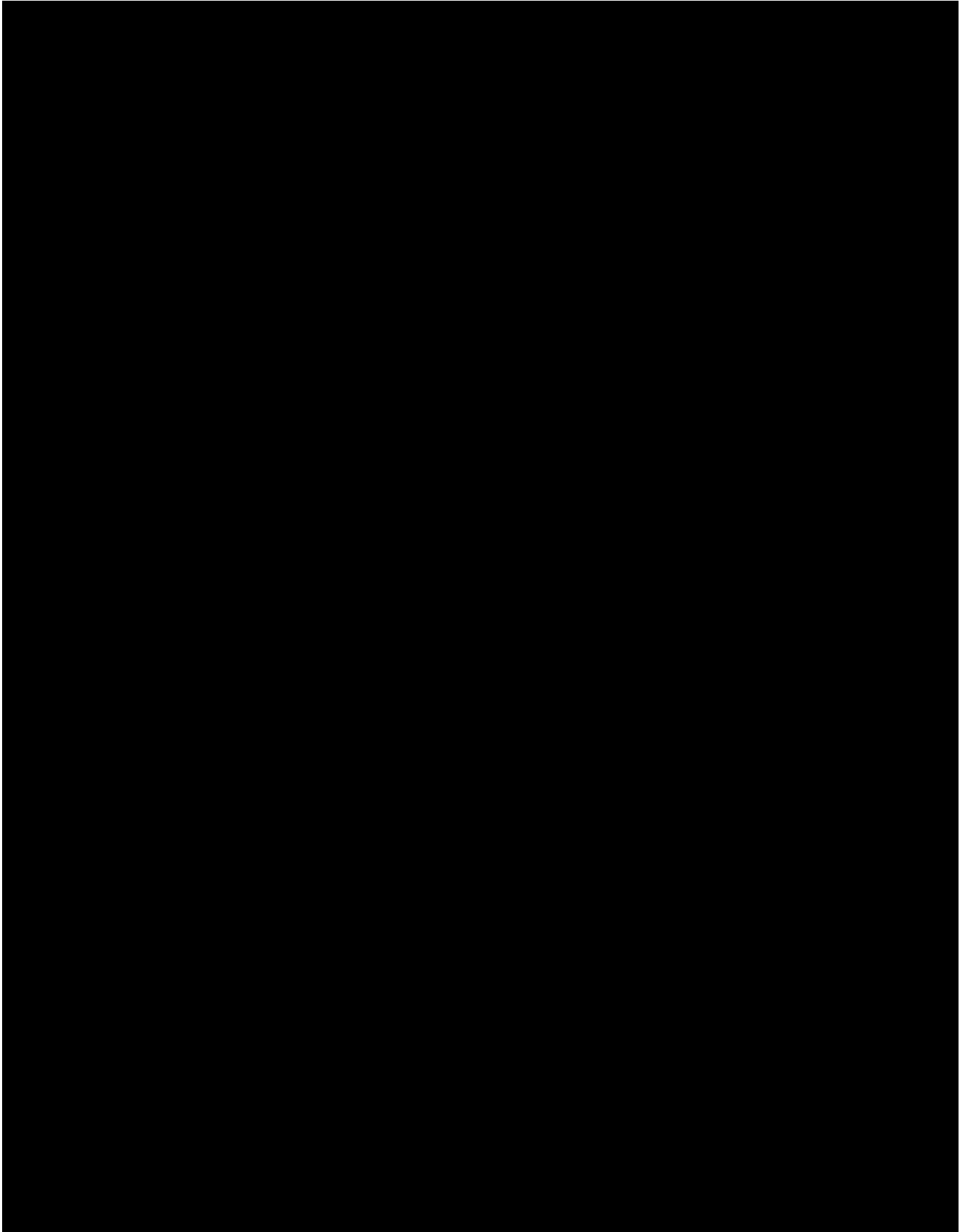
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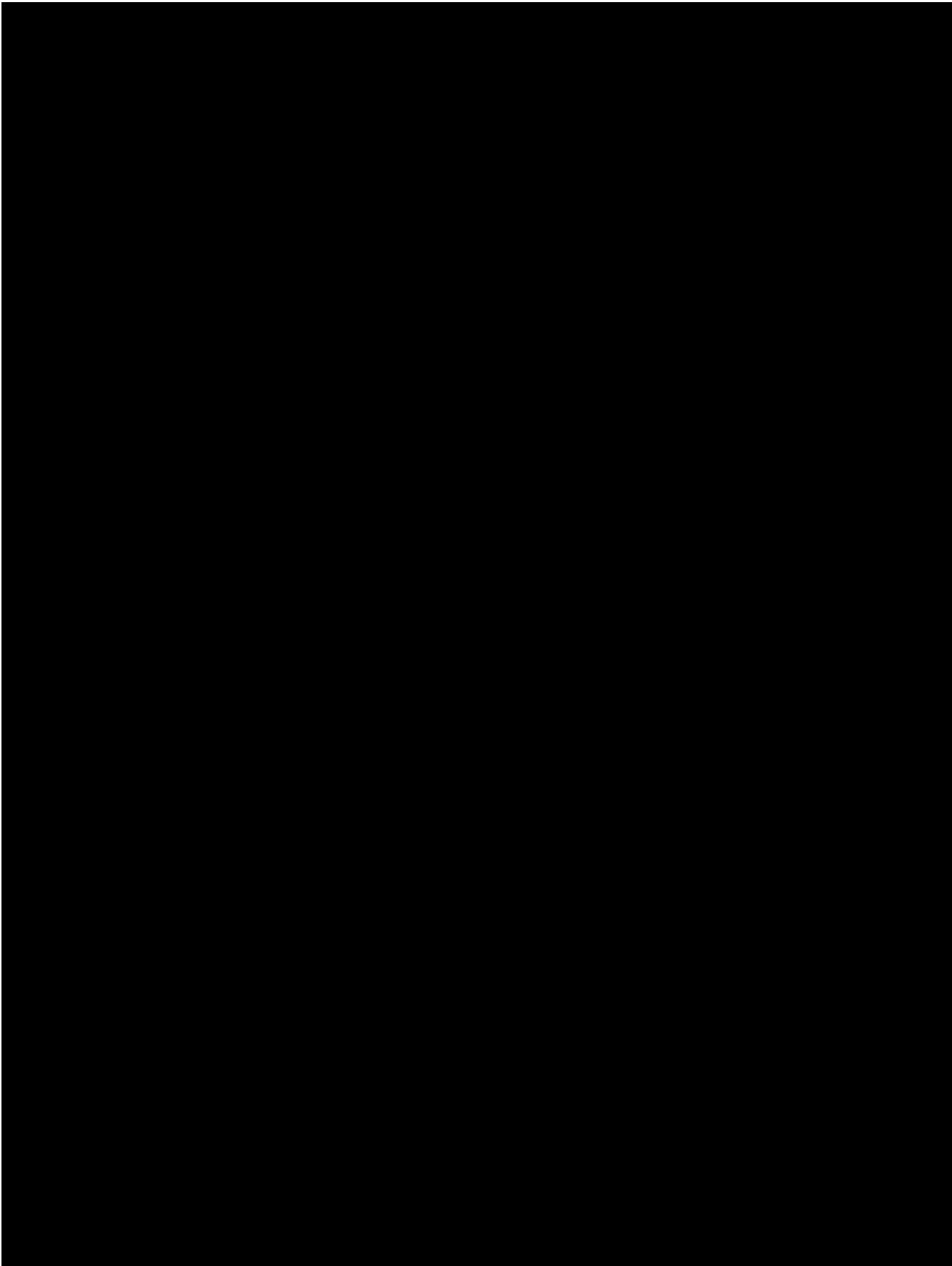
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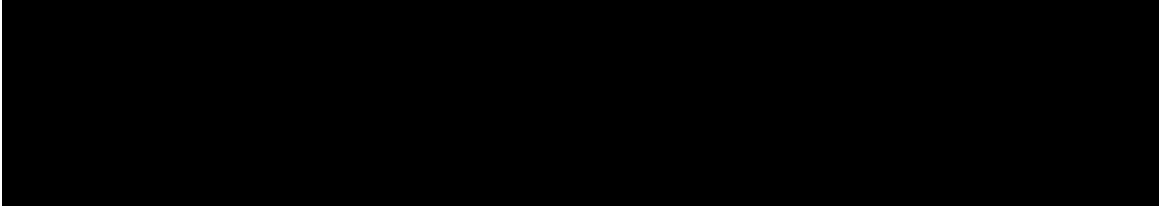
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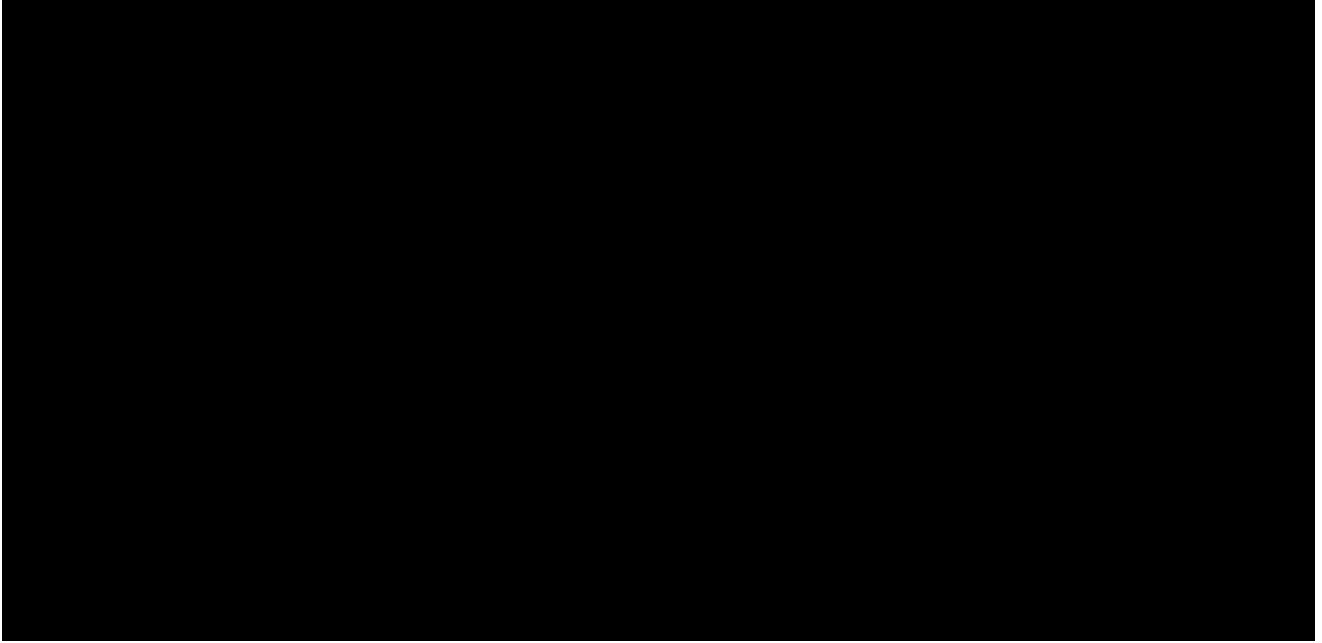
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Schedule 4.4(2) – Real Properties Leases.



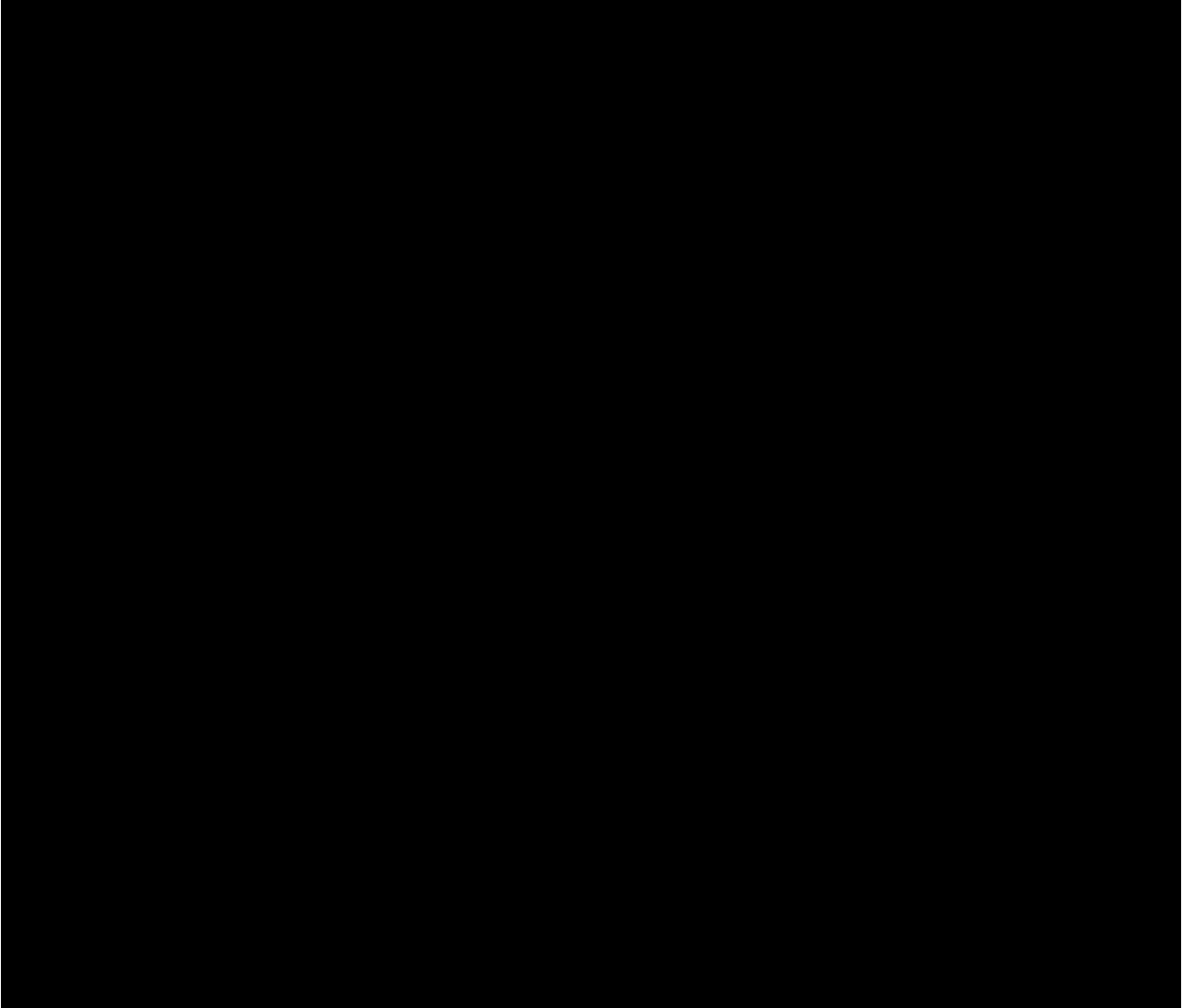
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Schedule 4.4(3) – Personal Property.



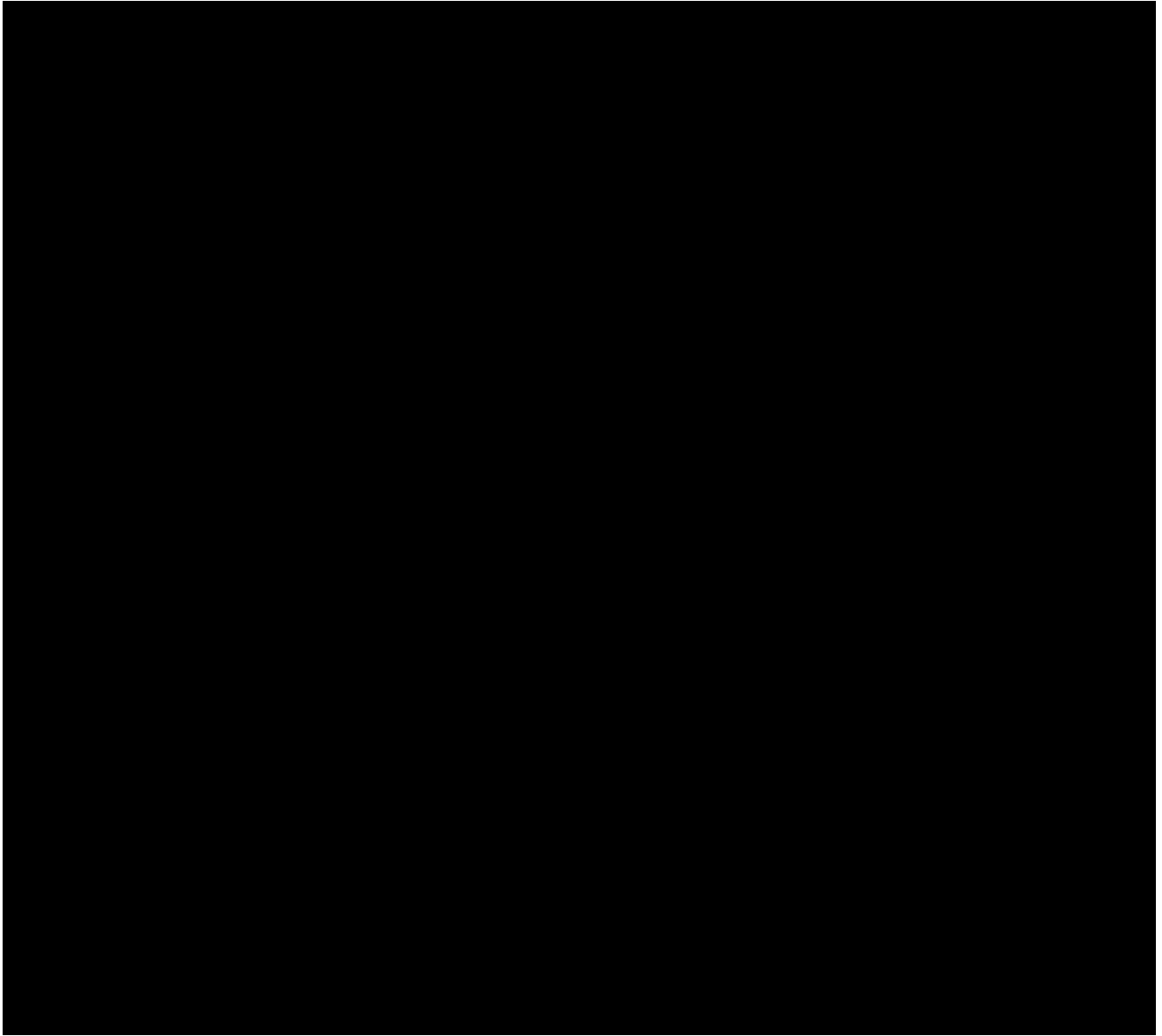
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Schedule 4.6(2) – Employees.



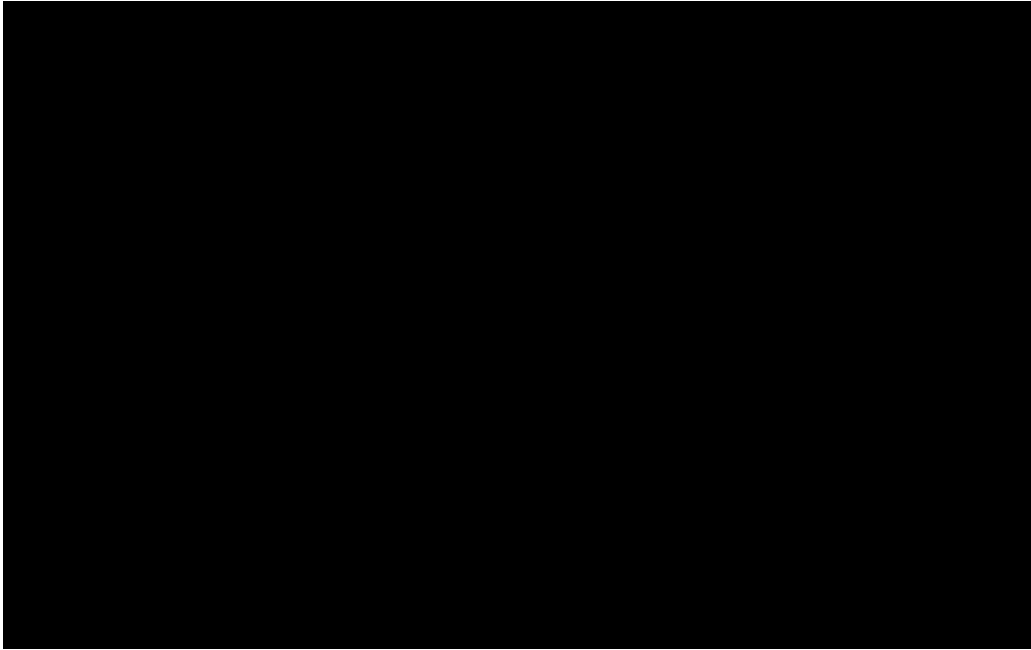
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Schedule 4.6(3) – Contractors.



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Schedule 4.6(4) – Employee Plans.



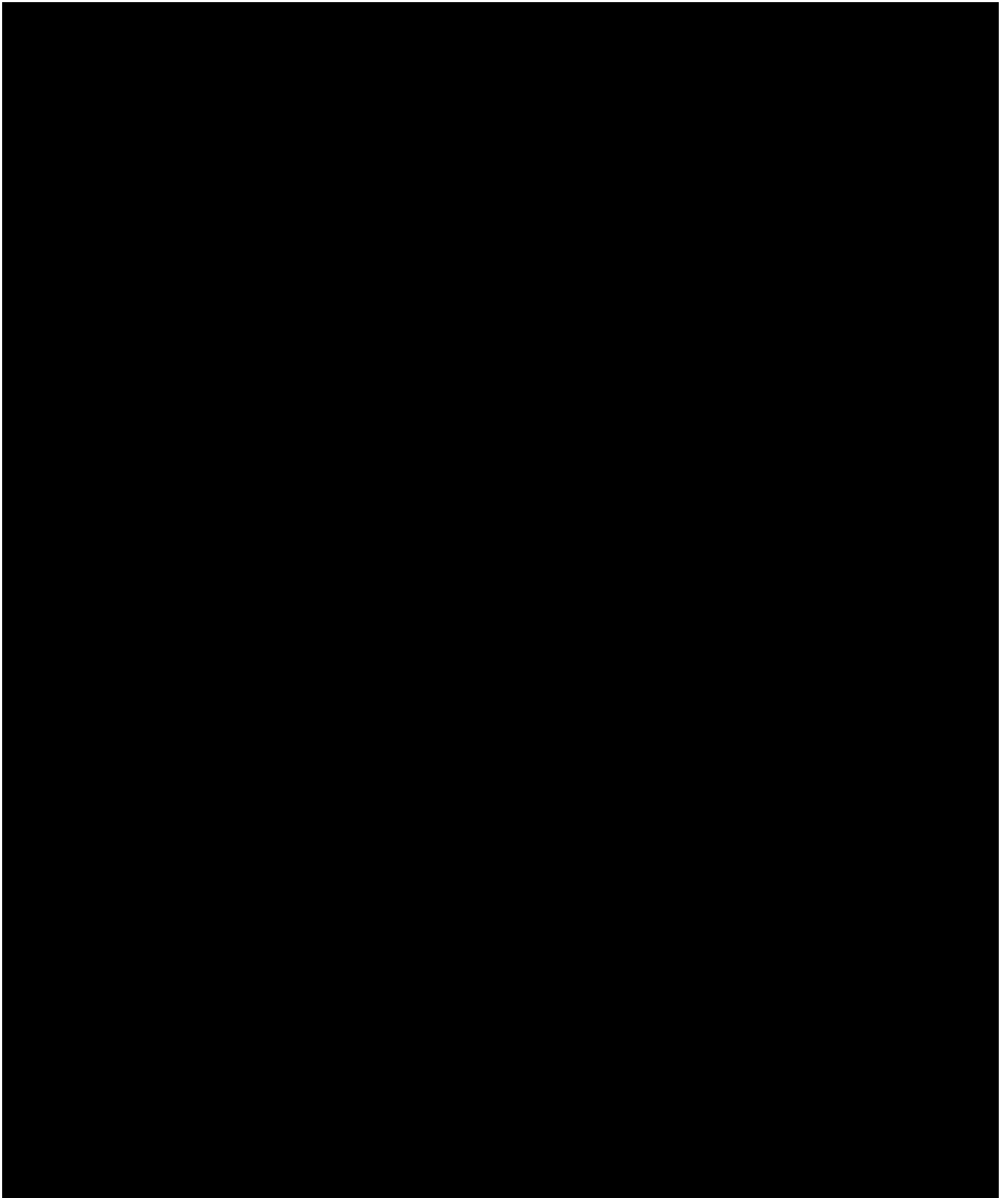
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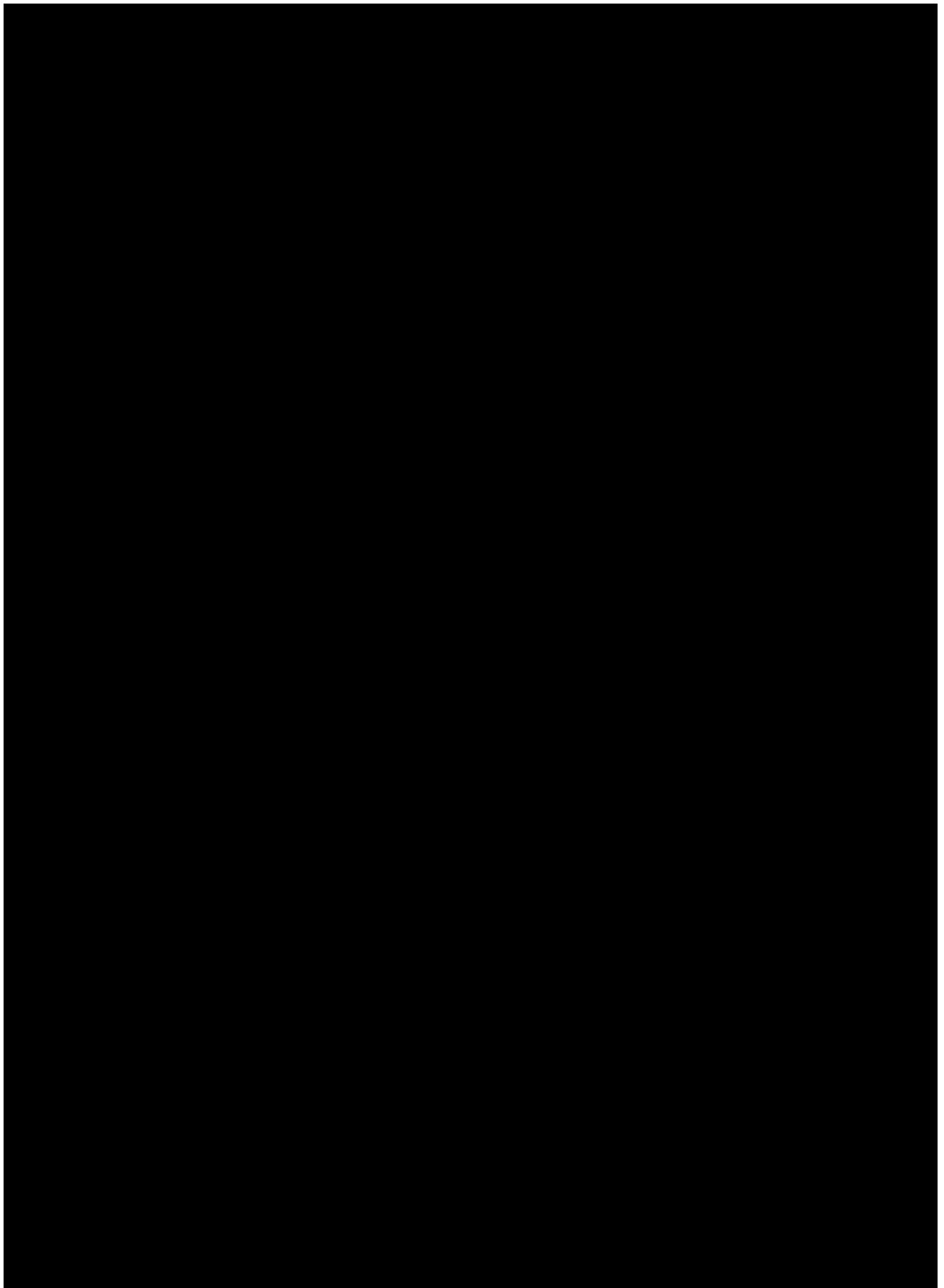
Schedule 4.6(5) – Employee Policies, Rules, etc.

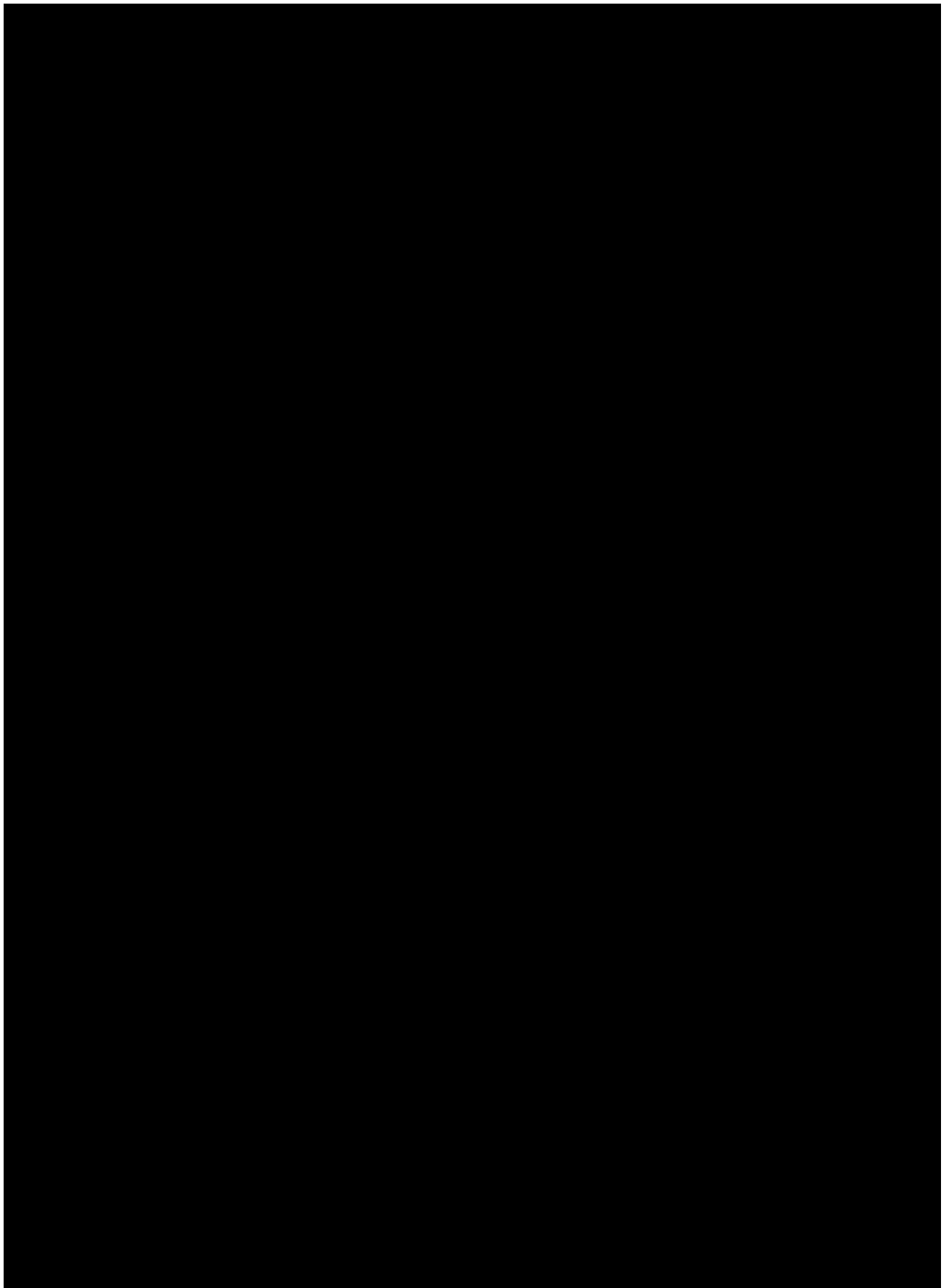


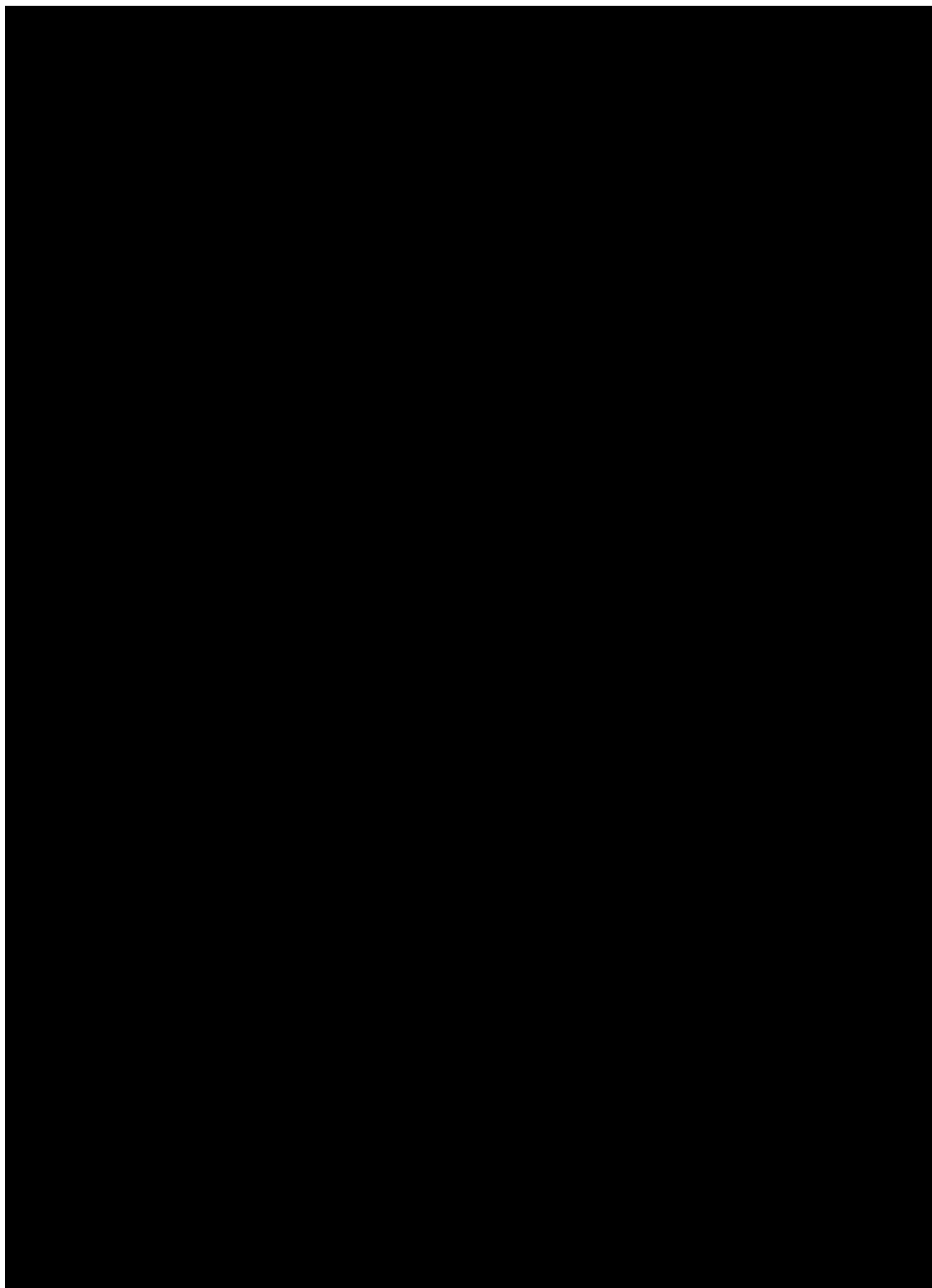
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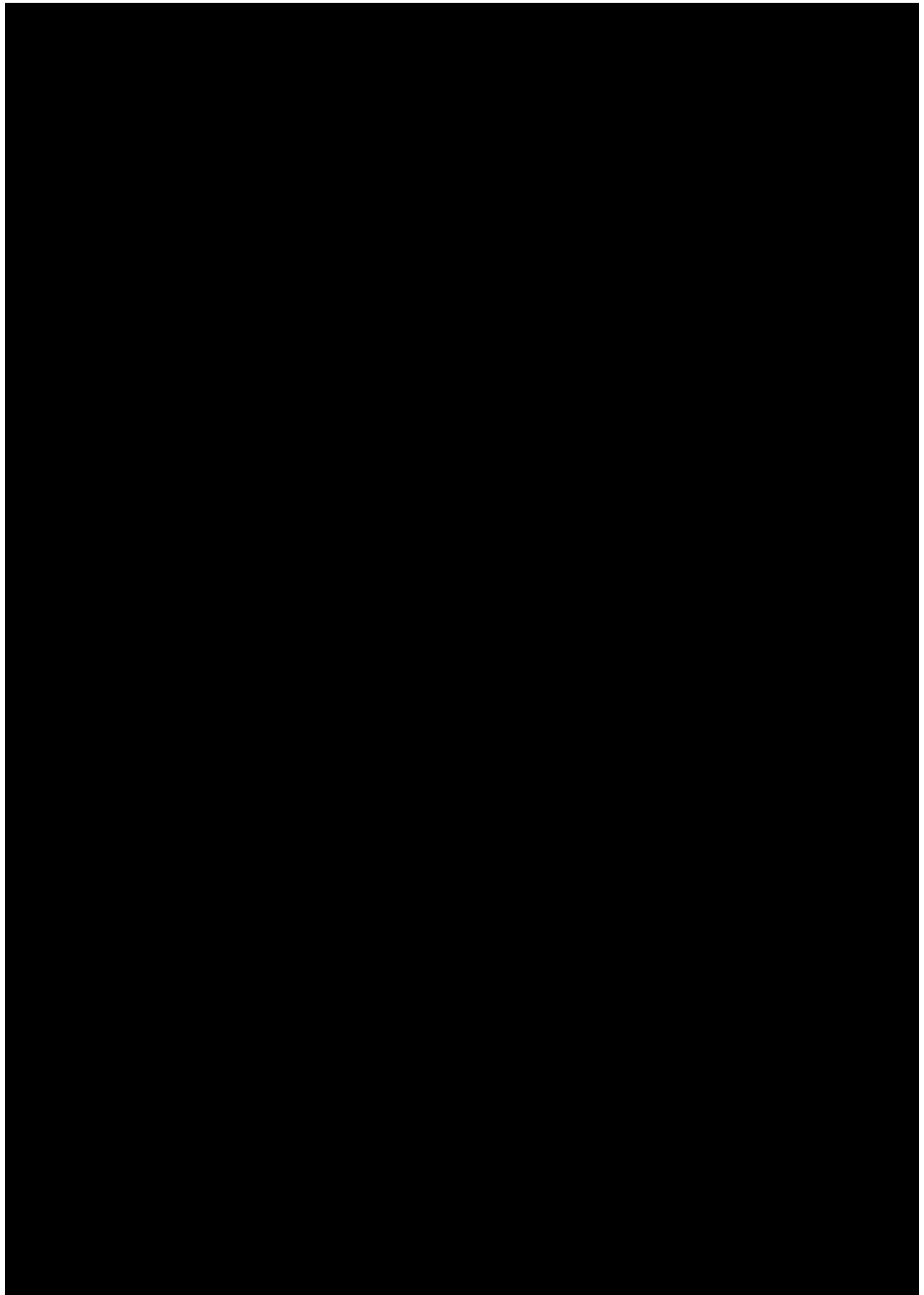
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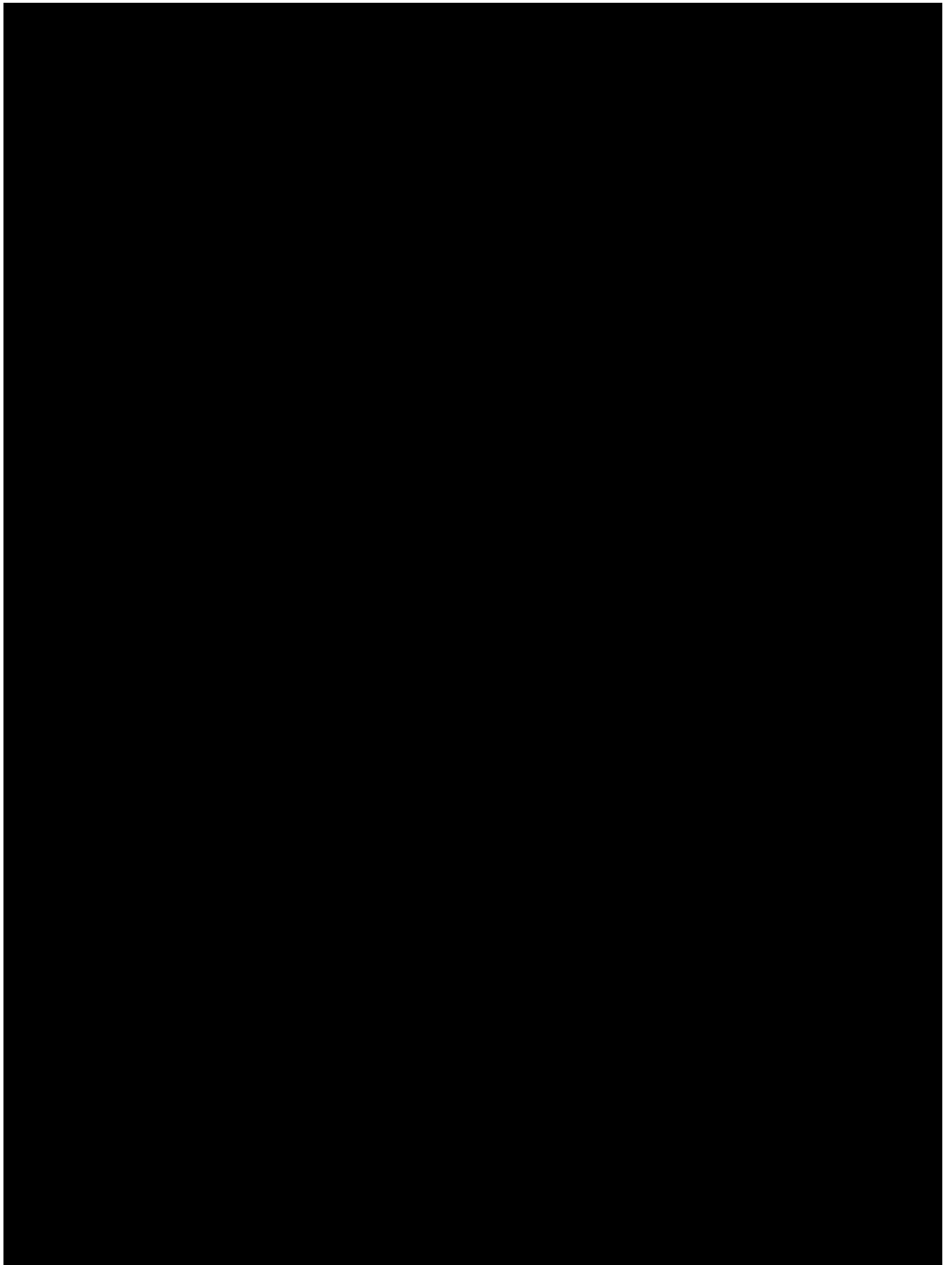


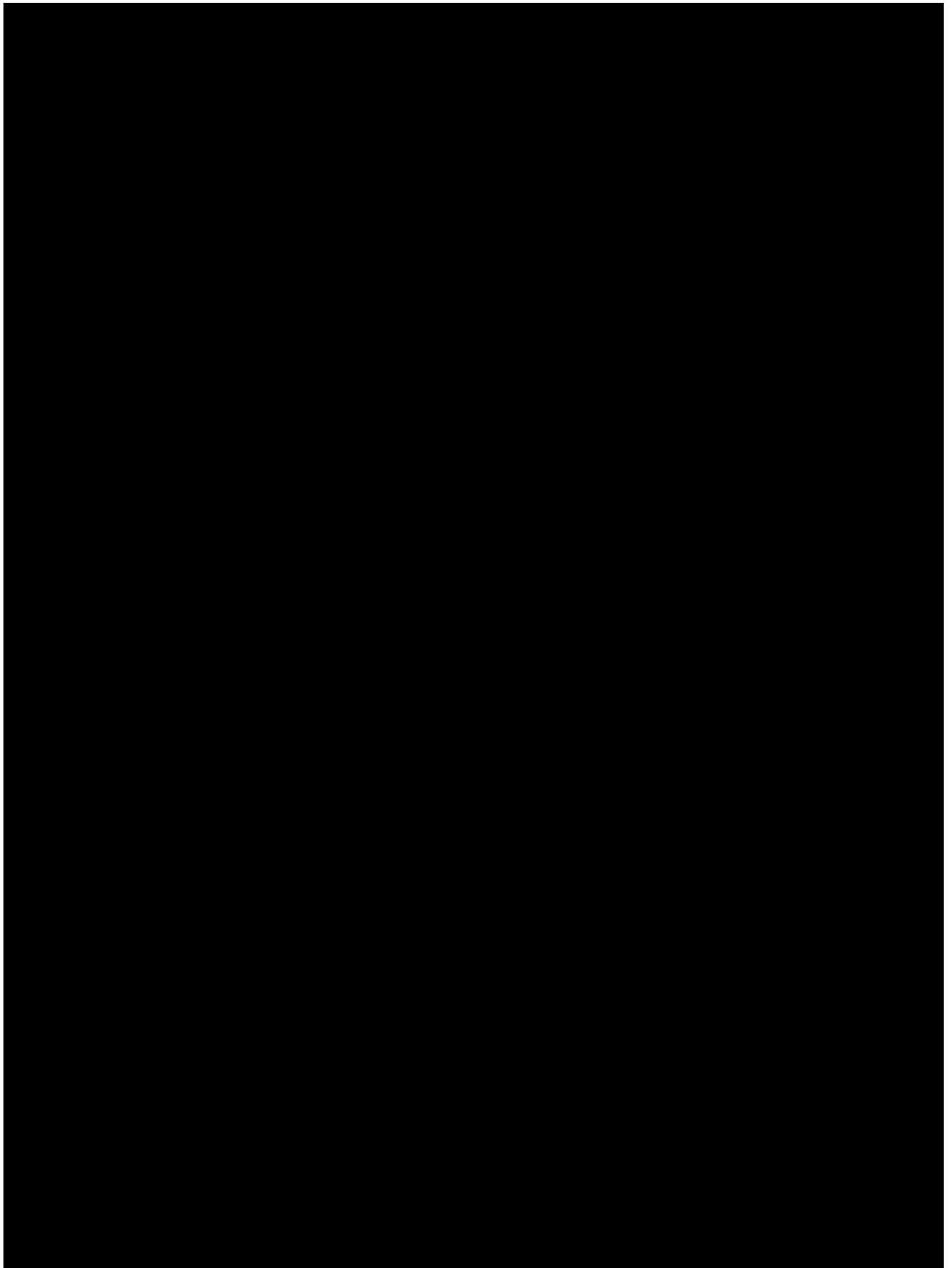


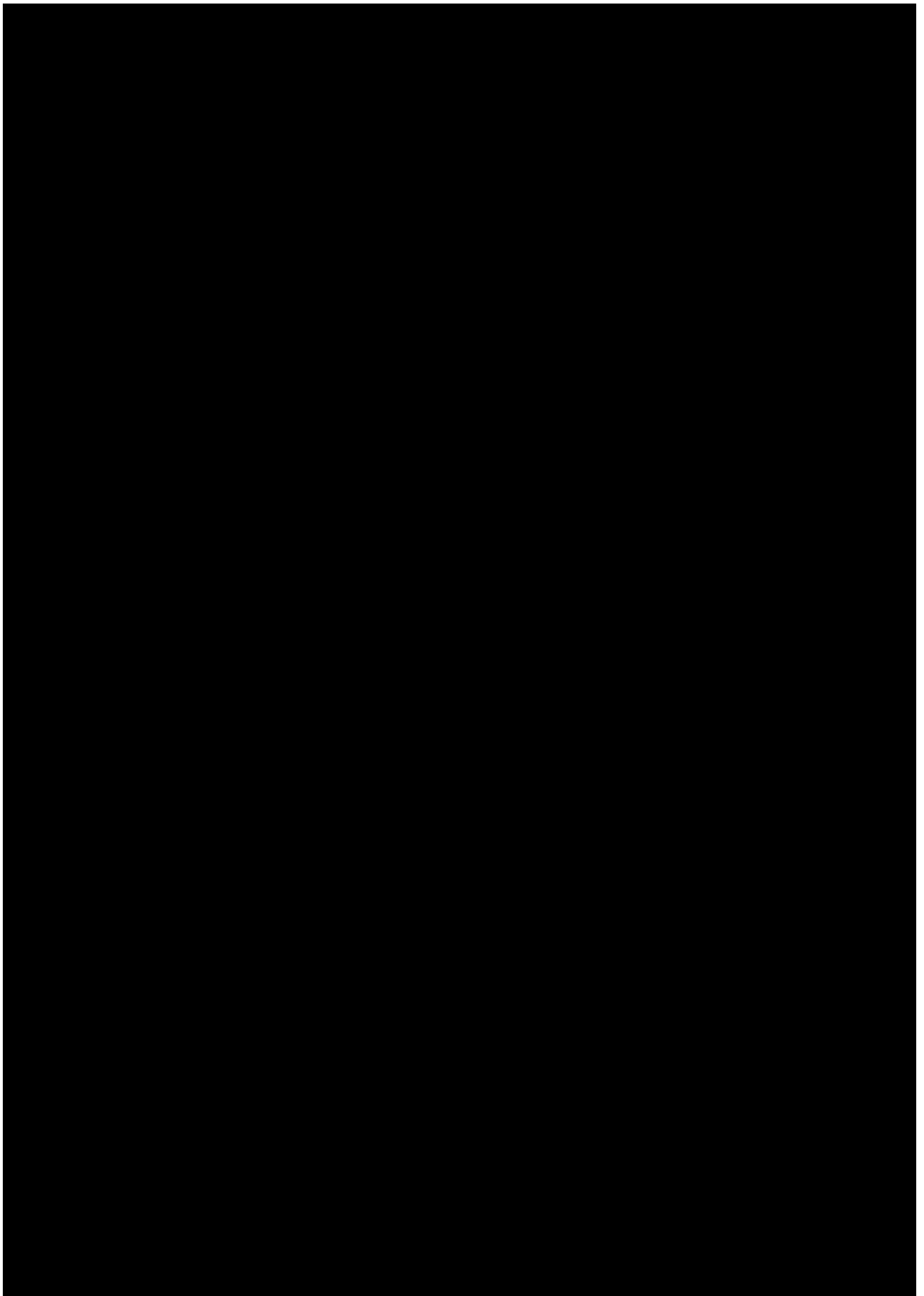


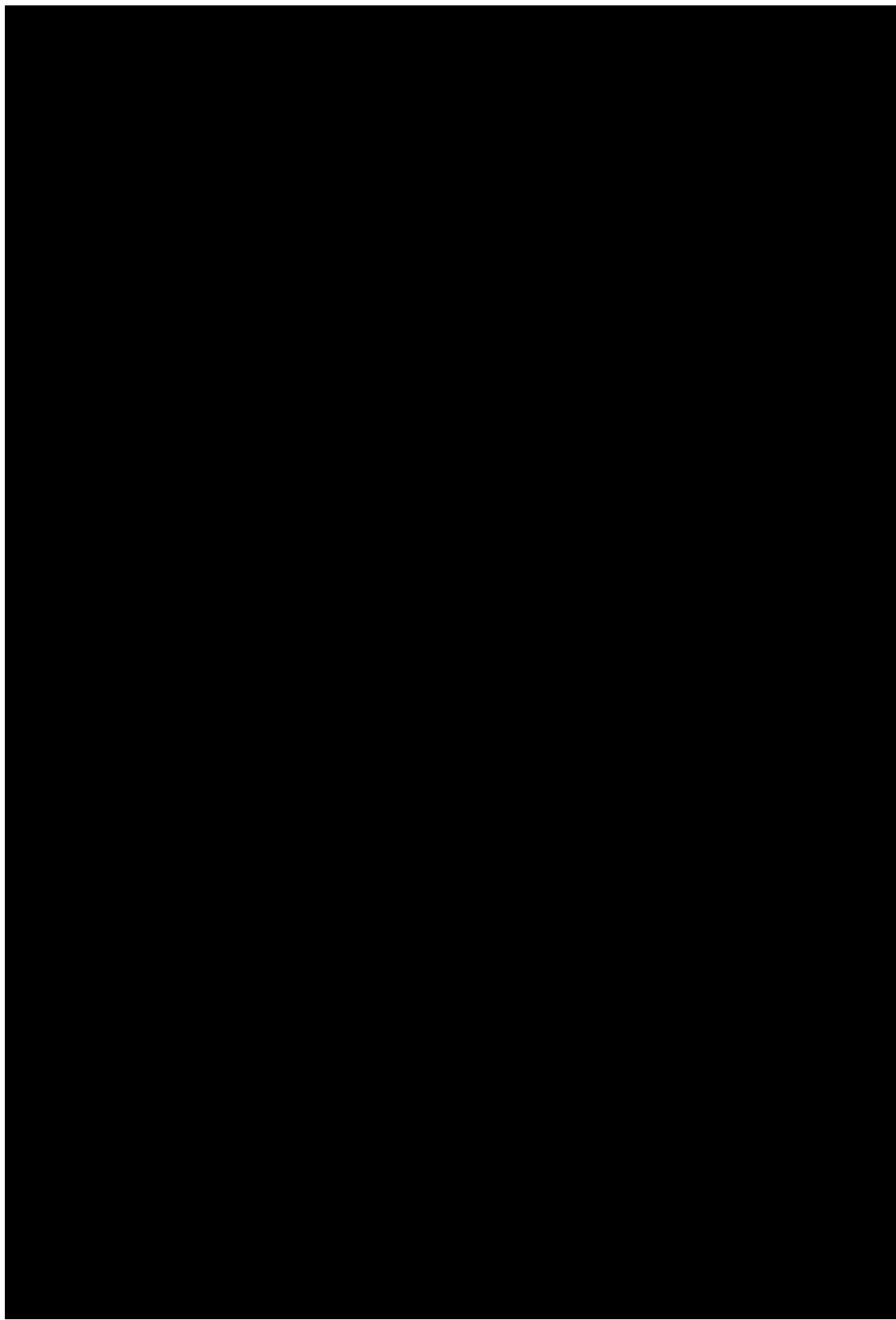


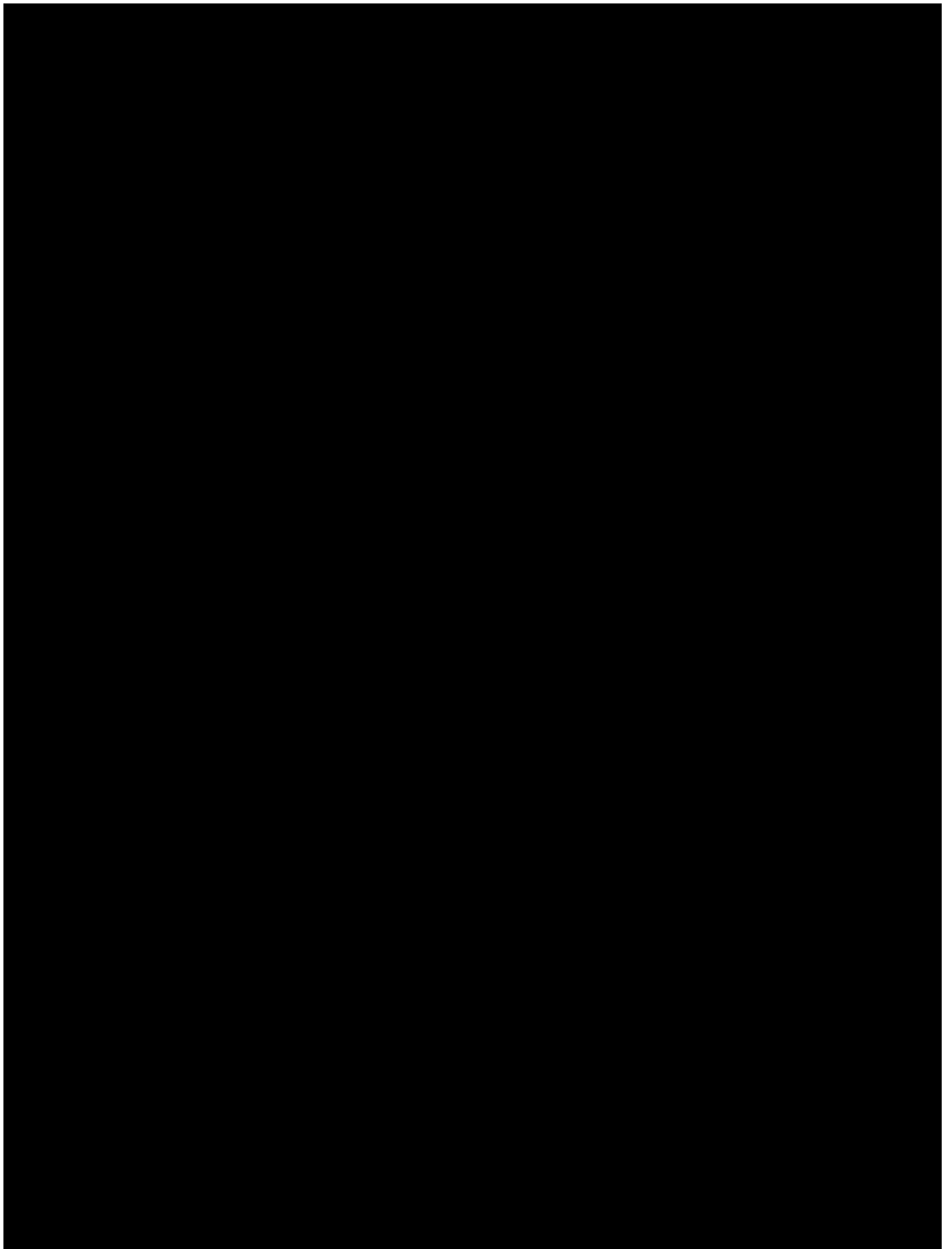


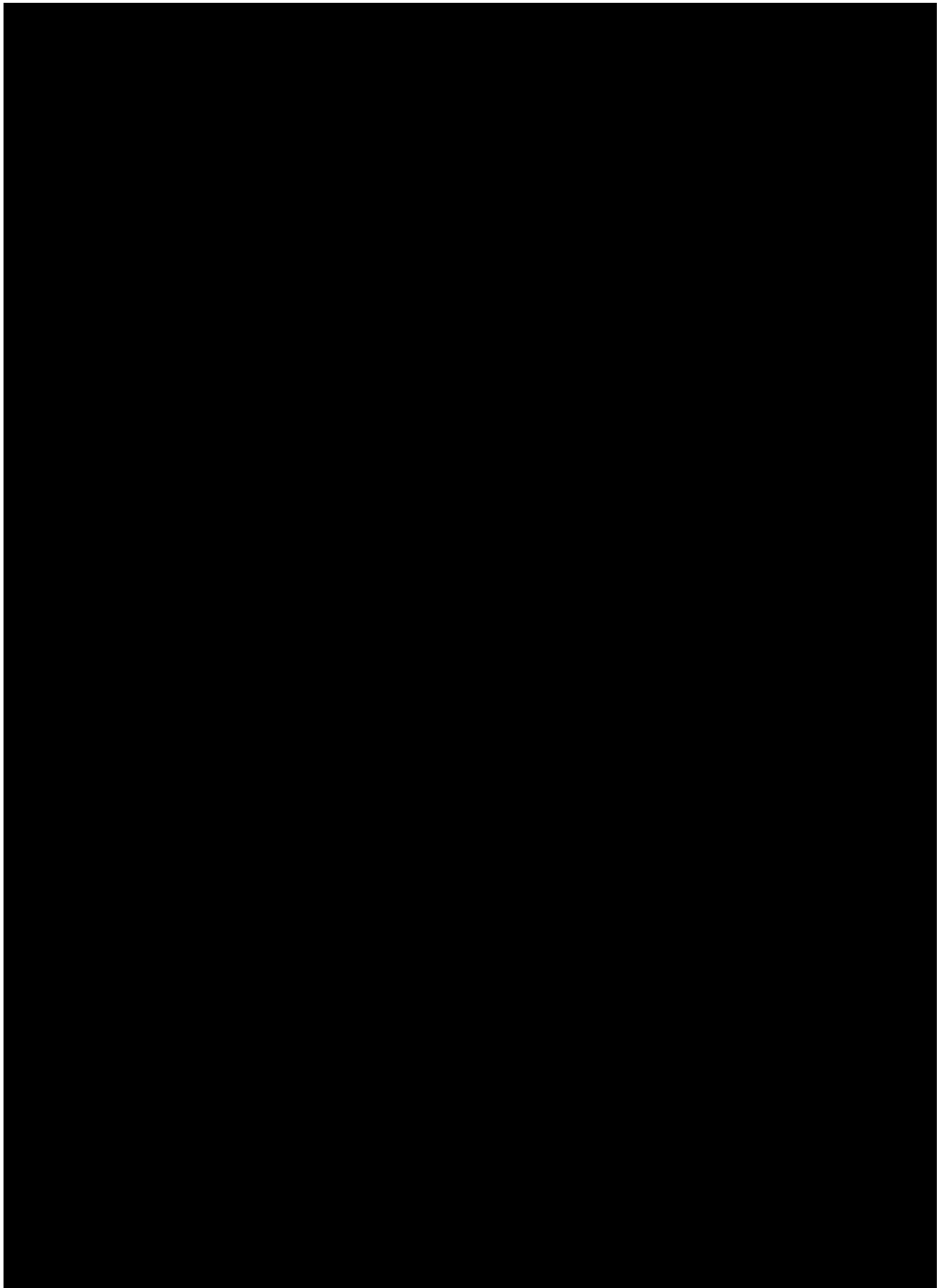


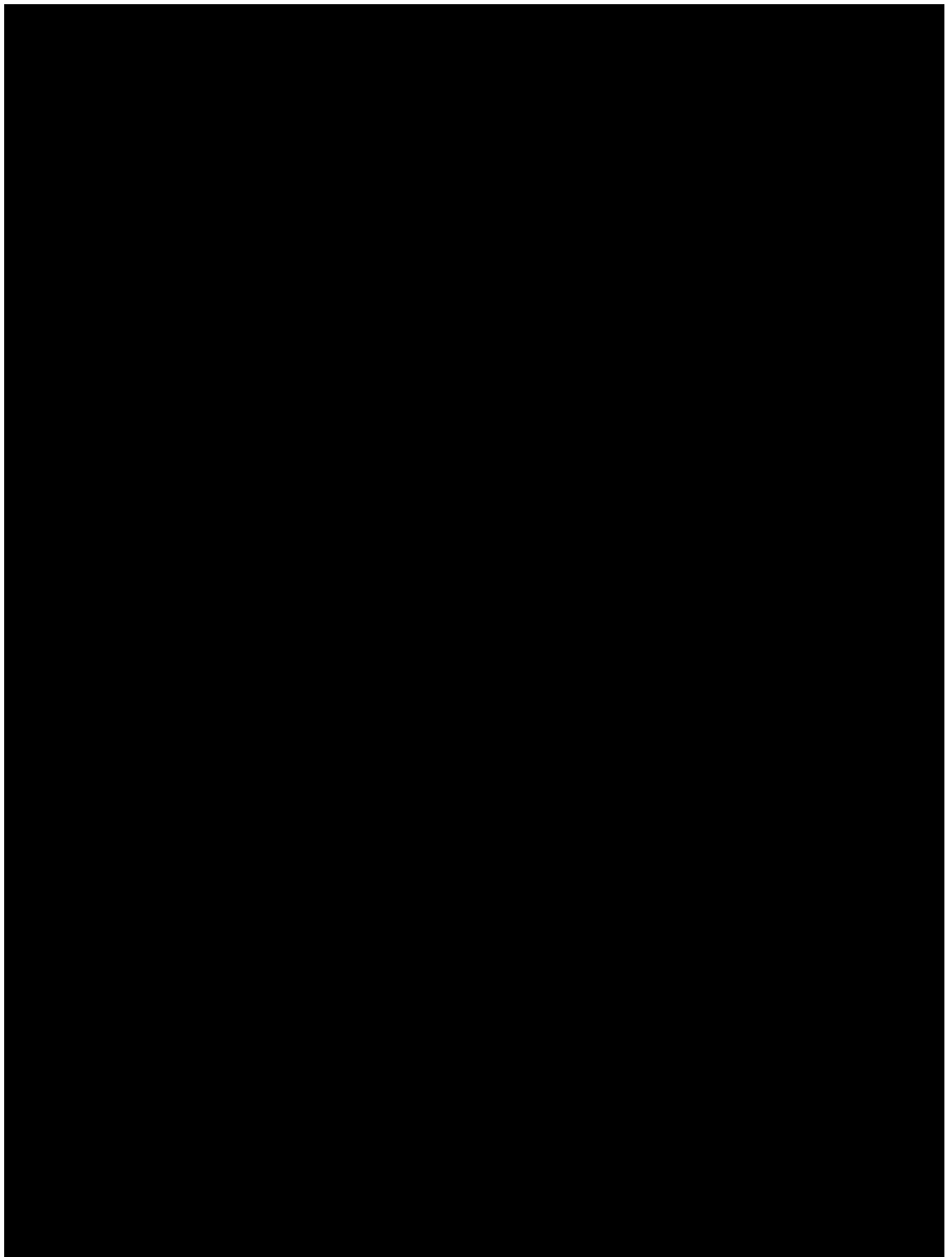


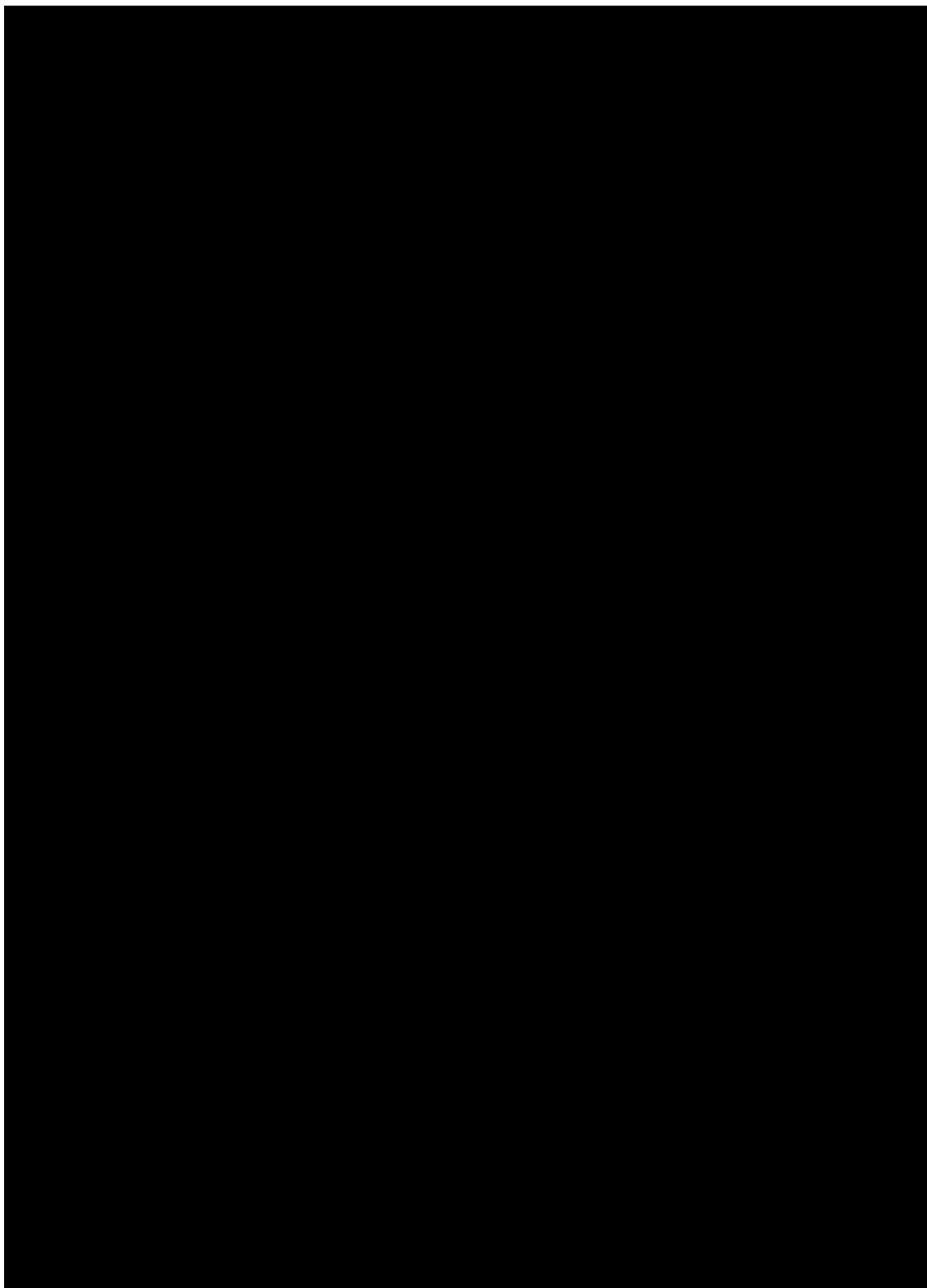


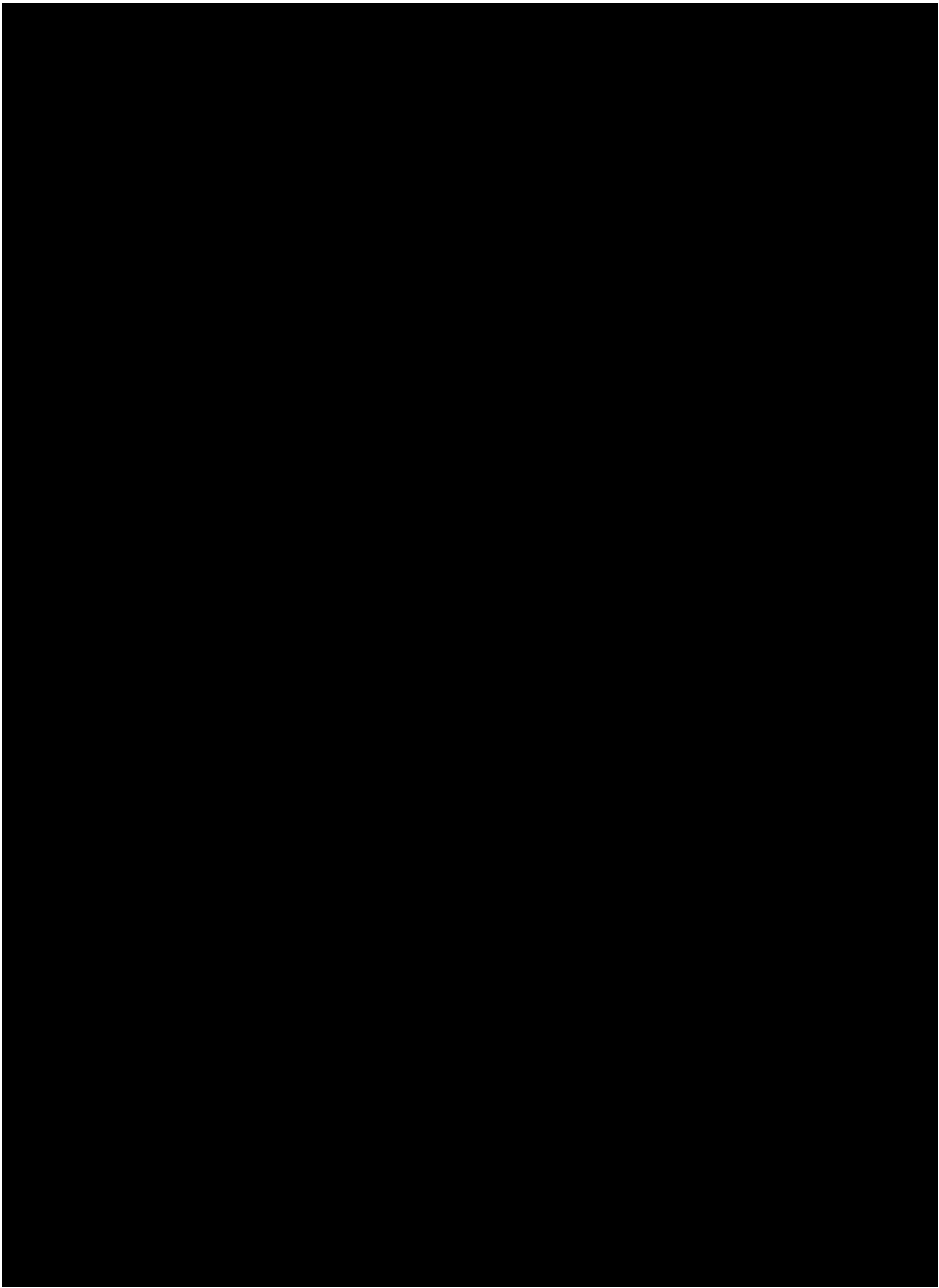


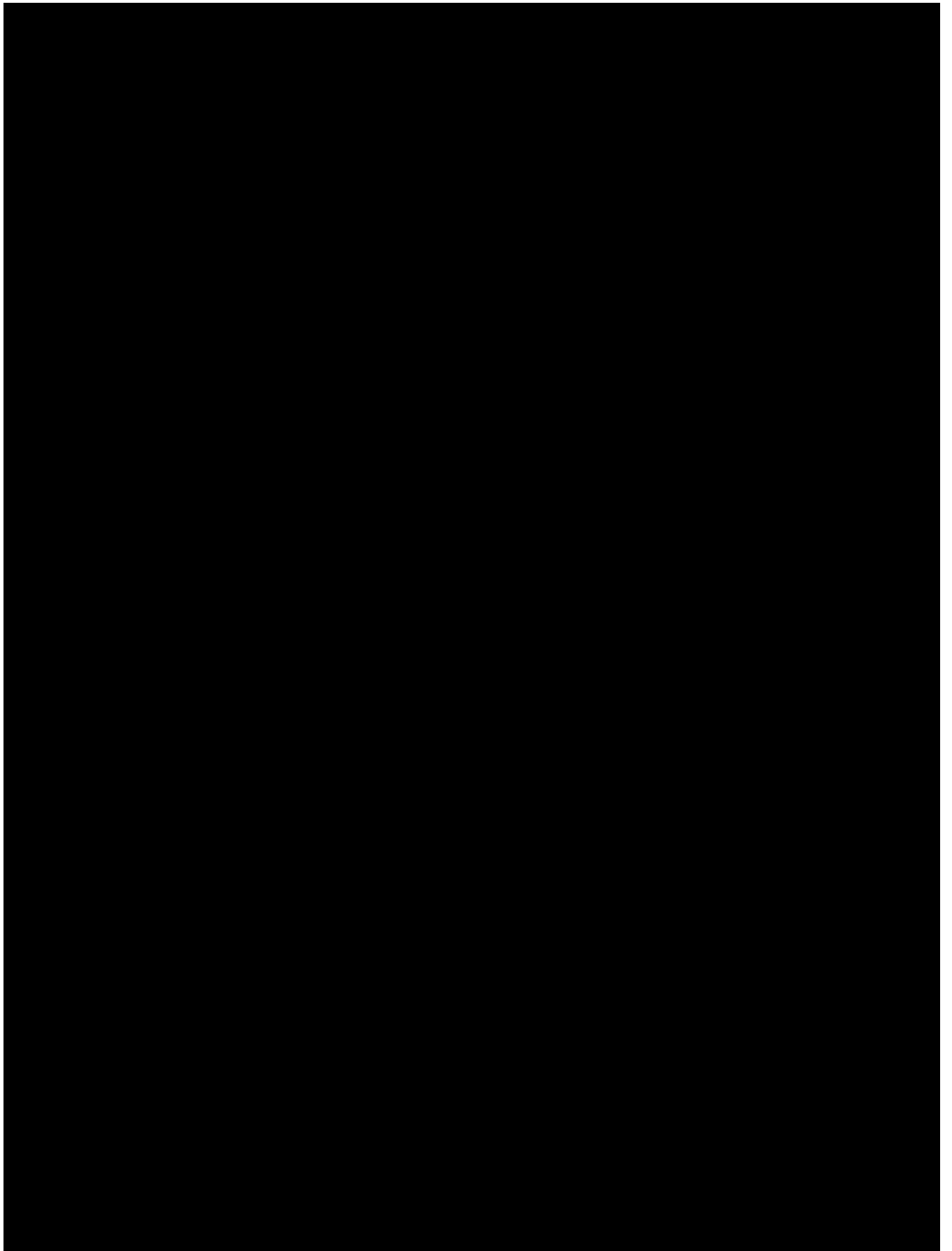


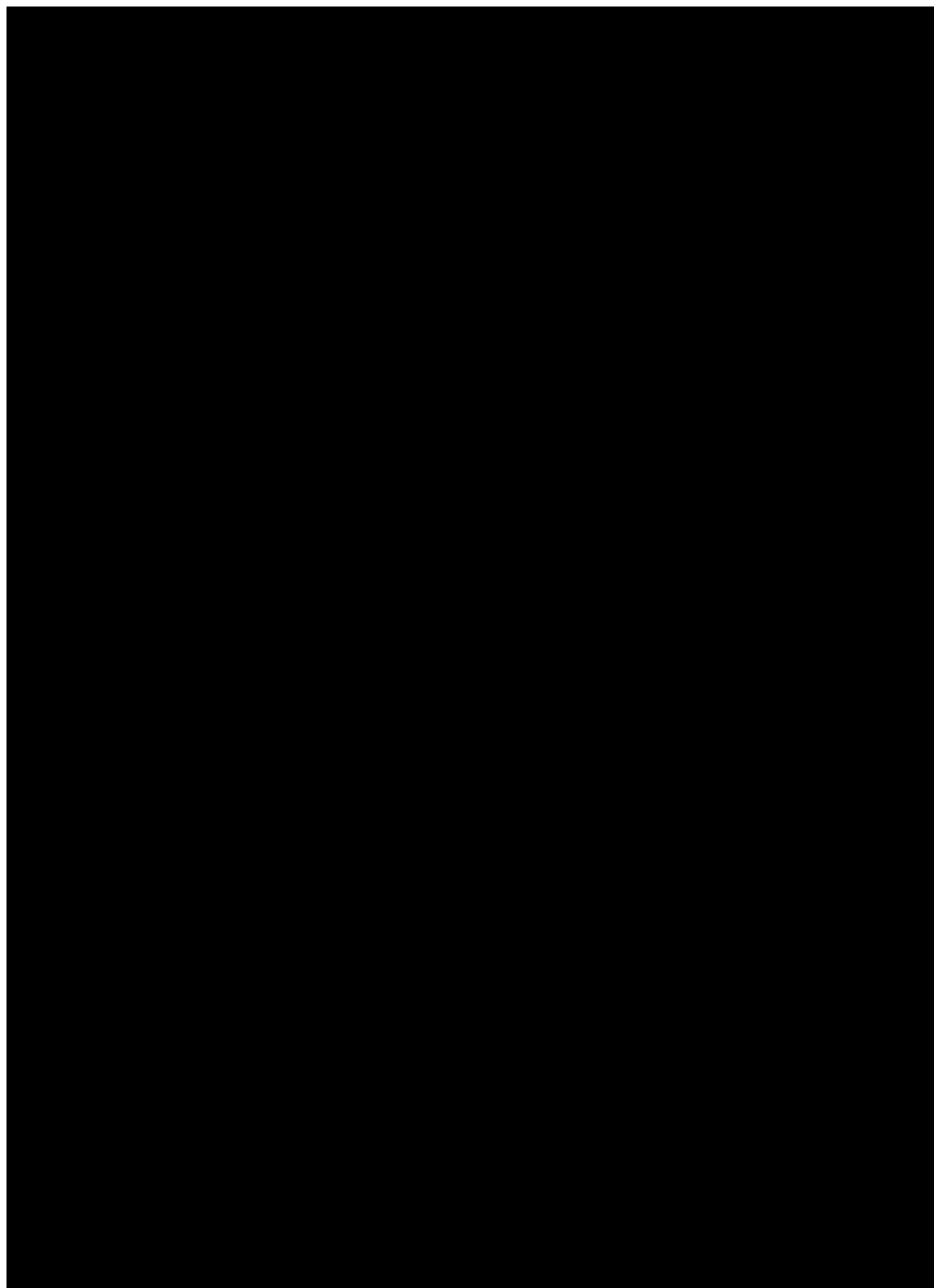


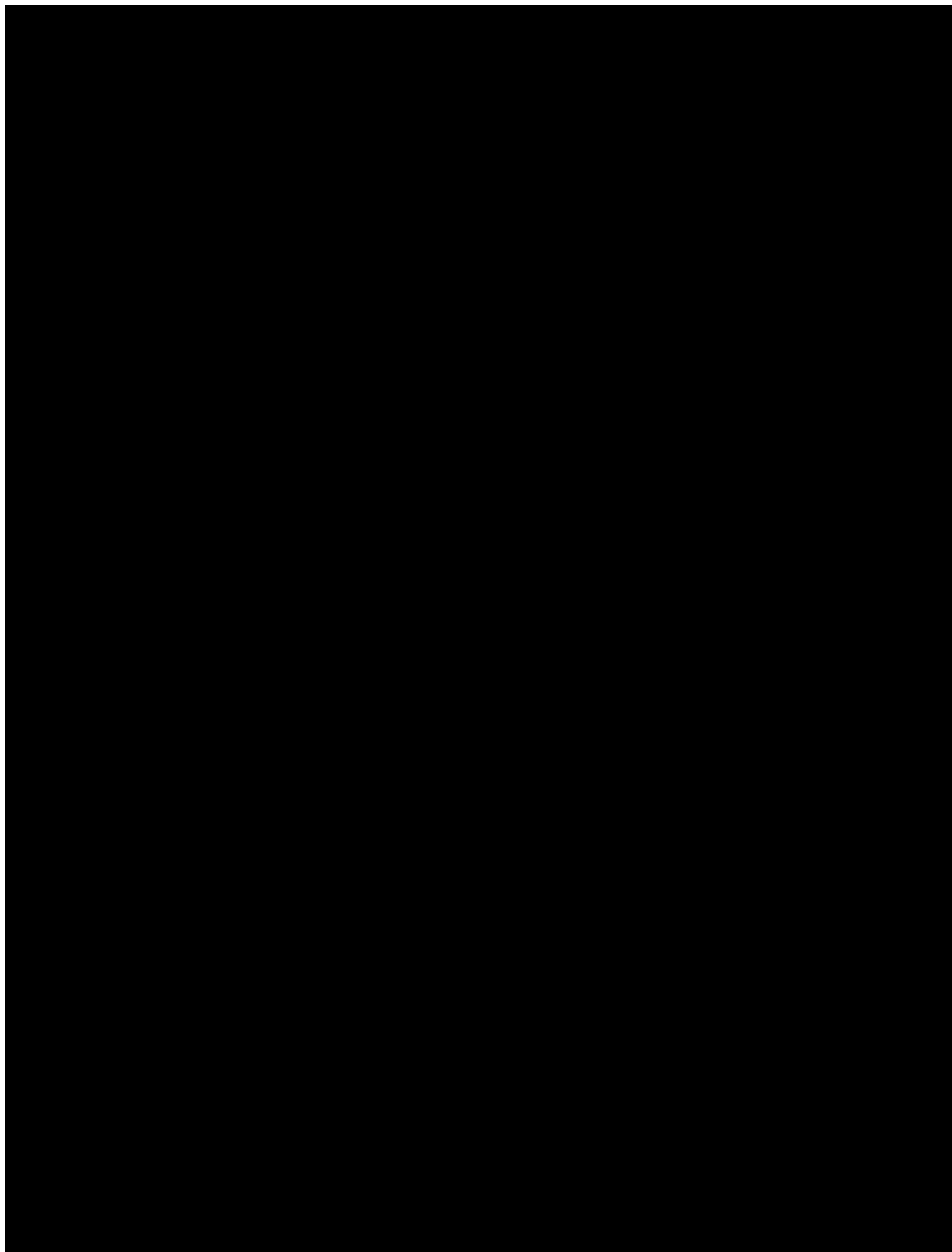


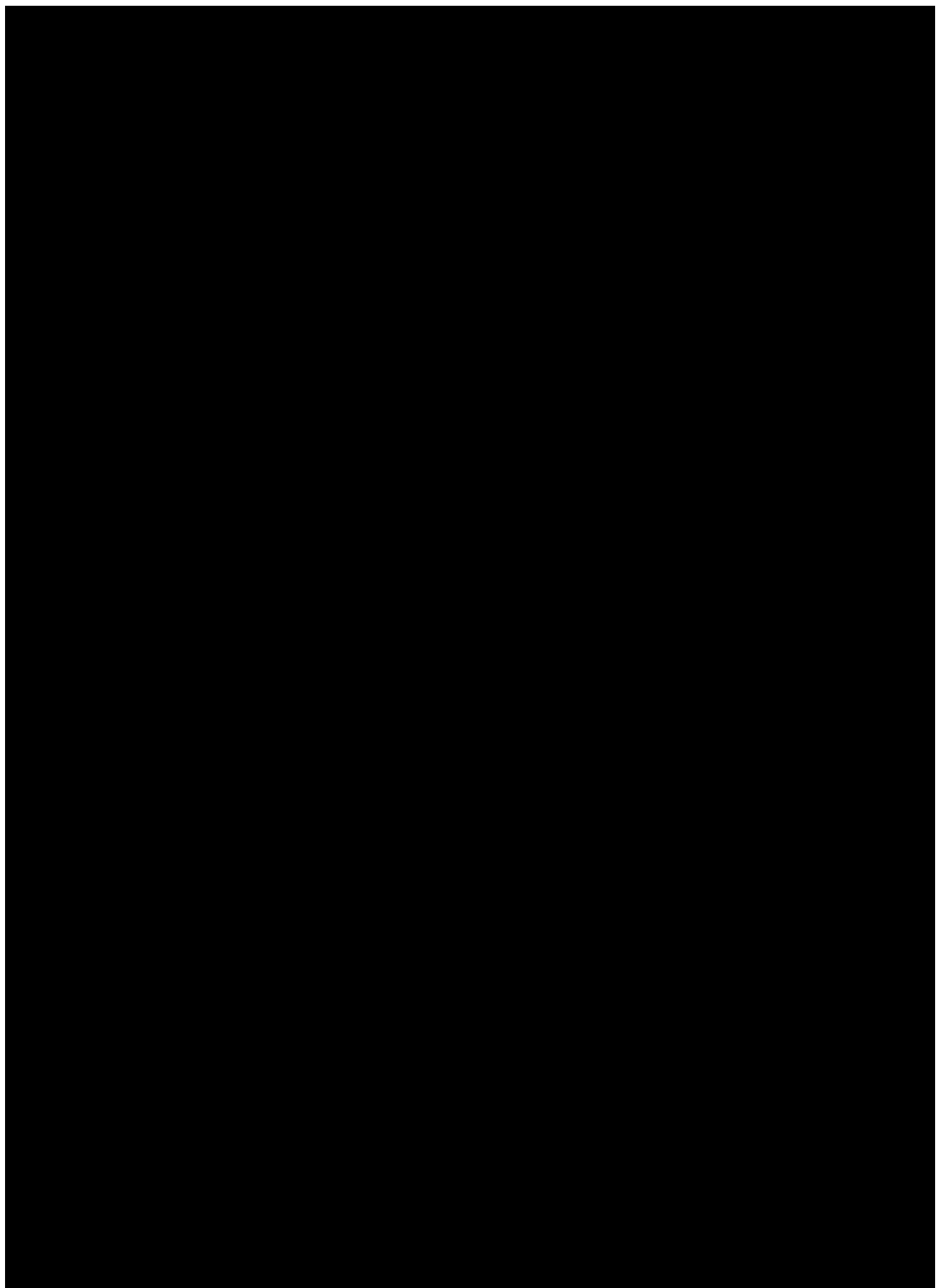


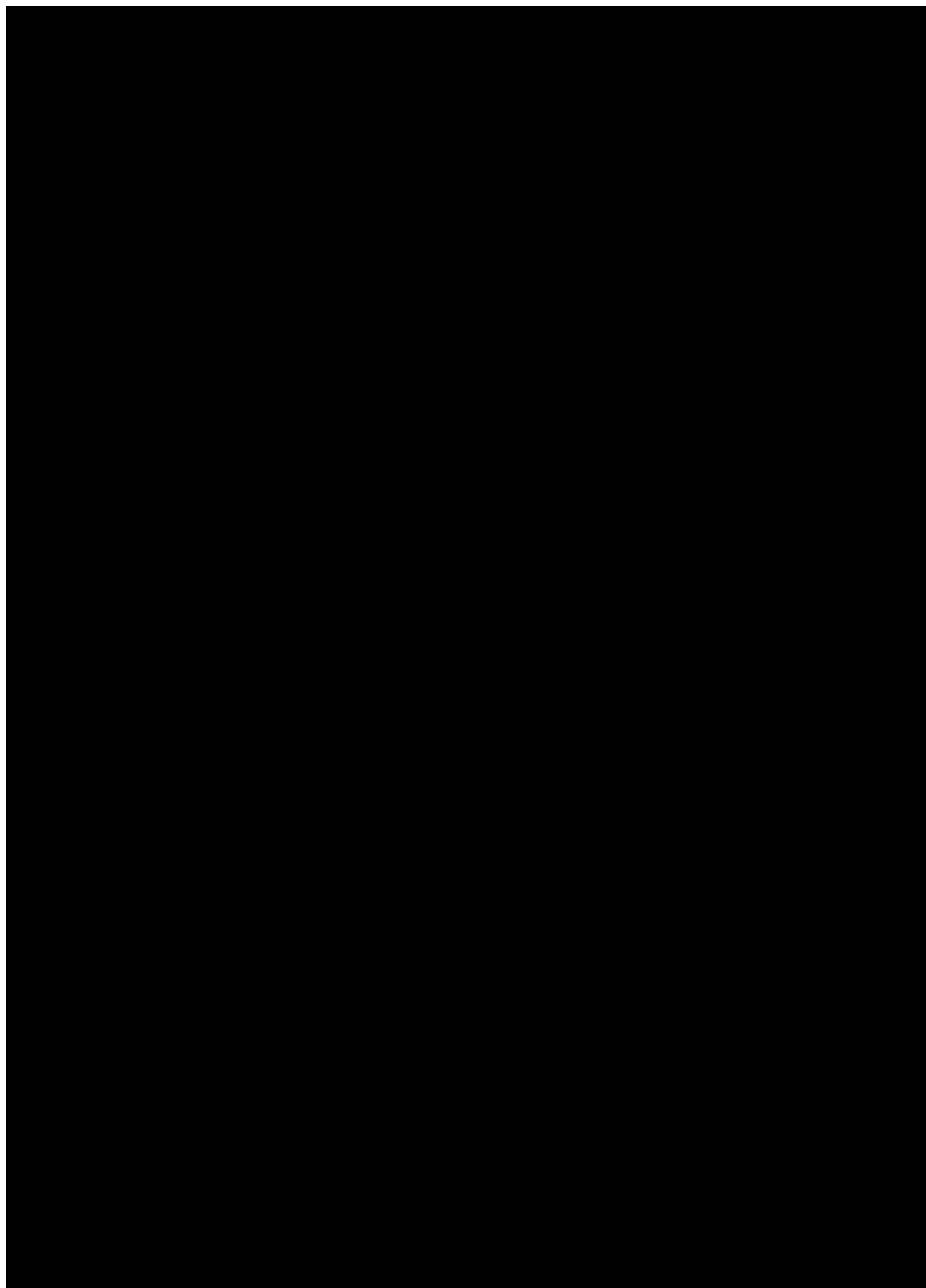


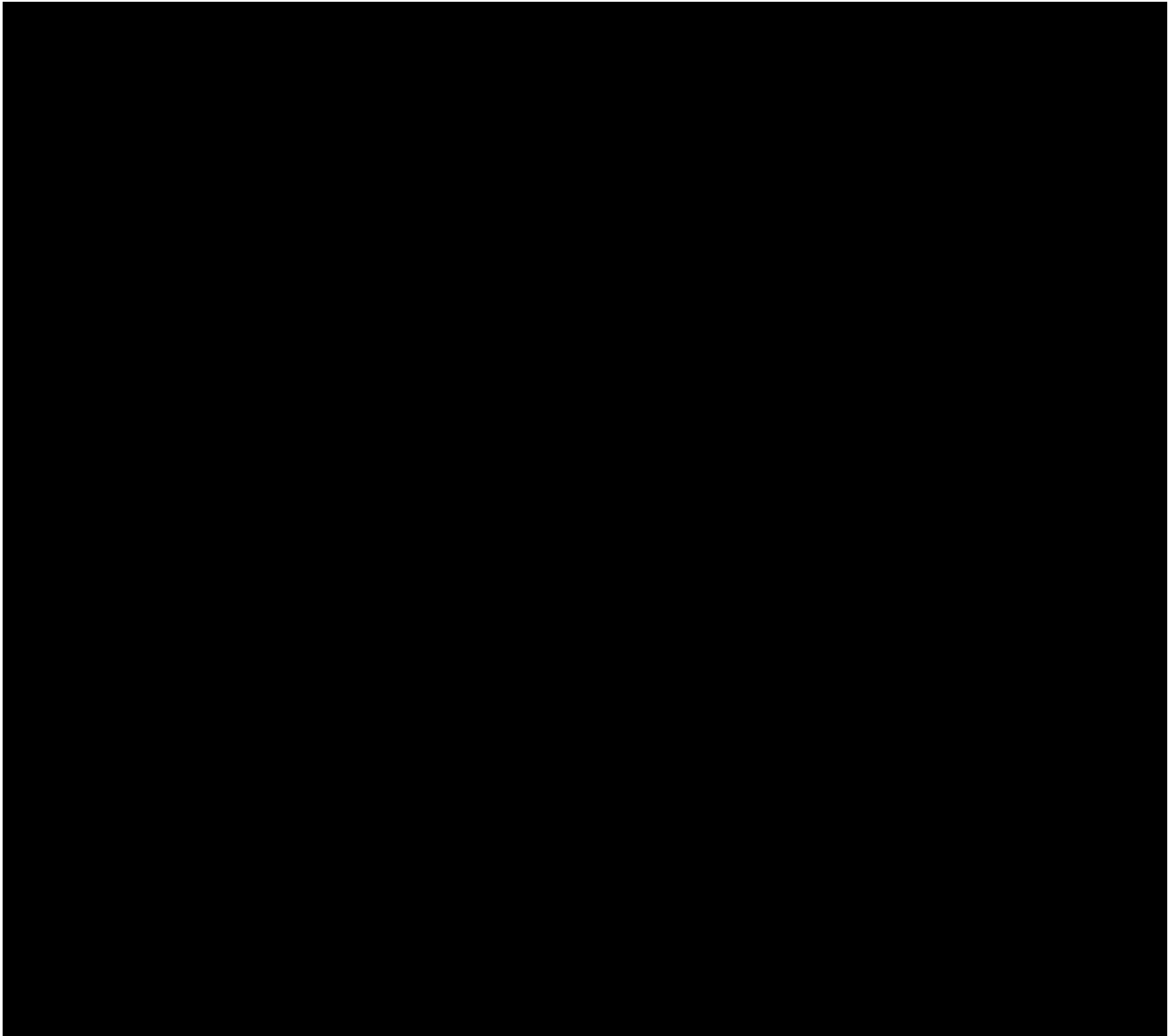






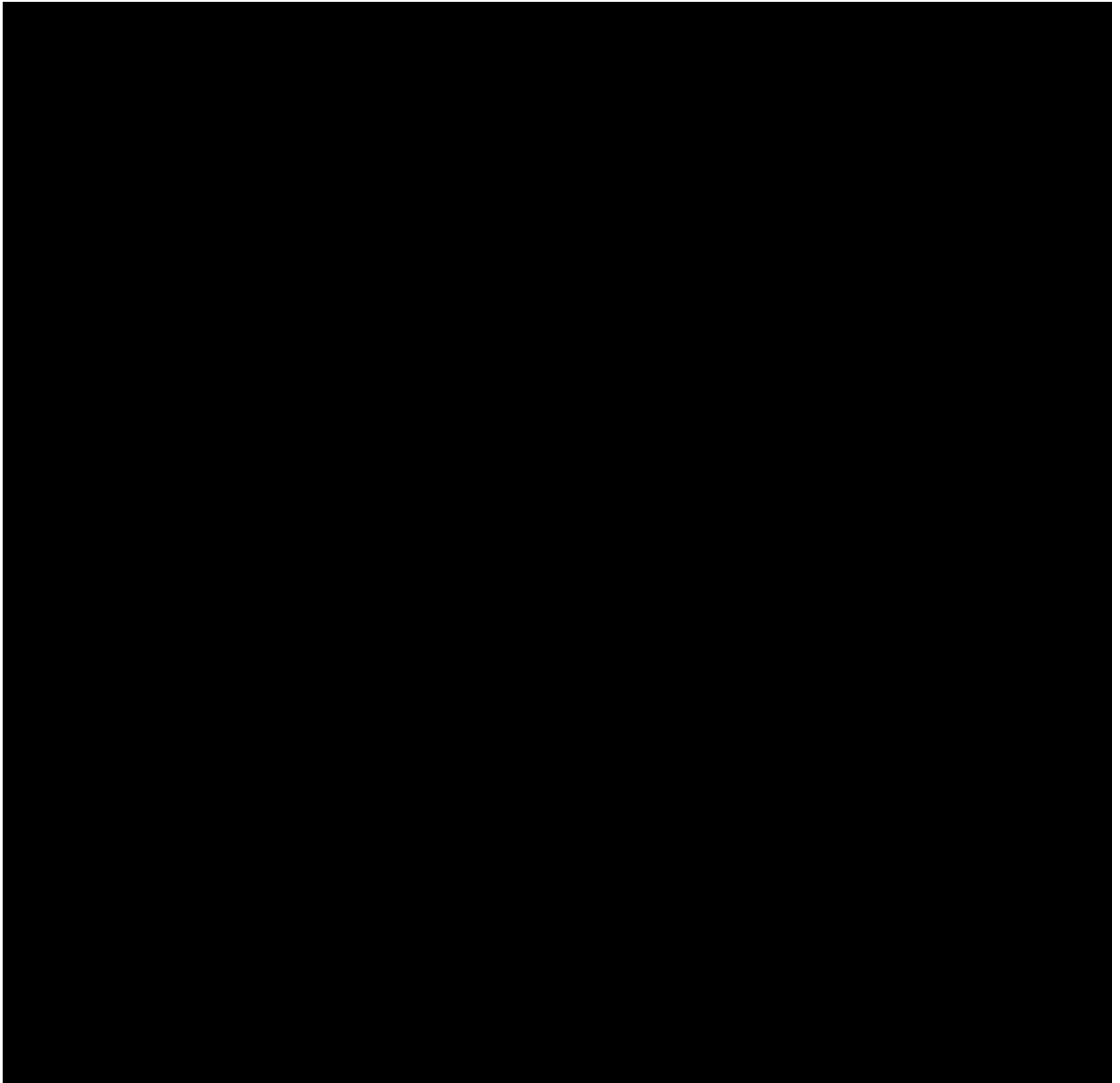






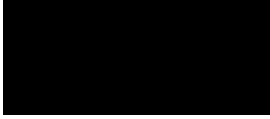
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Schedule 4.7(2) – Material Contracts.



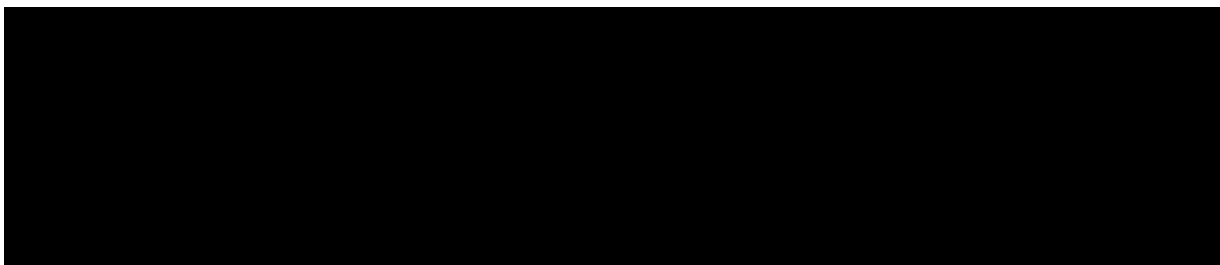
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Schedule 4.7(3) – Licences.



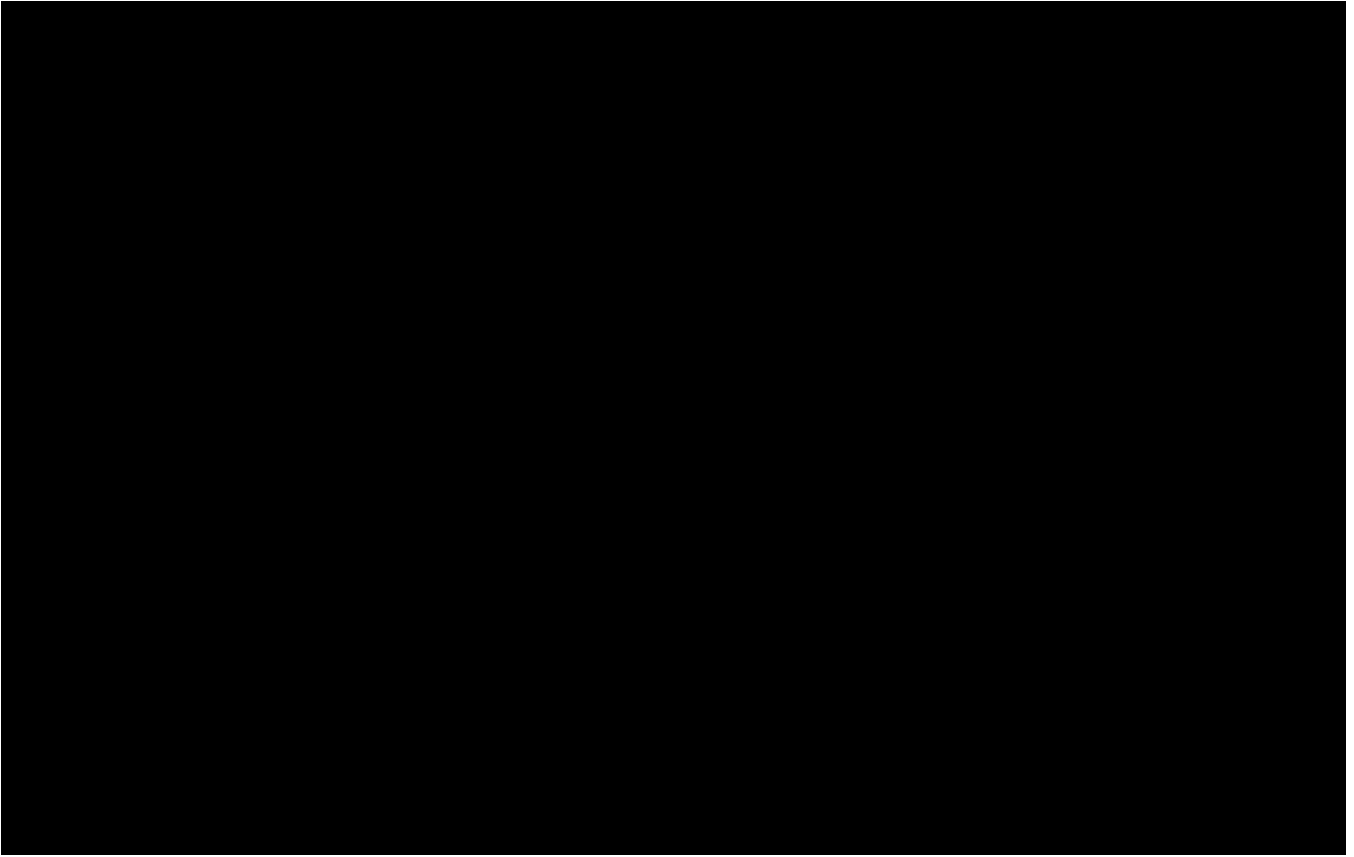
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Schedule 4.7(4) – Required Consents.



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Schedule 4.7(6) – Insurance.



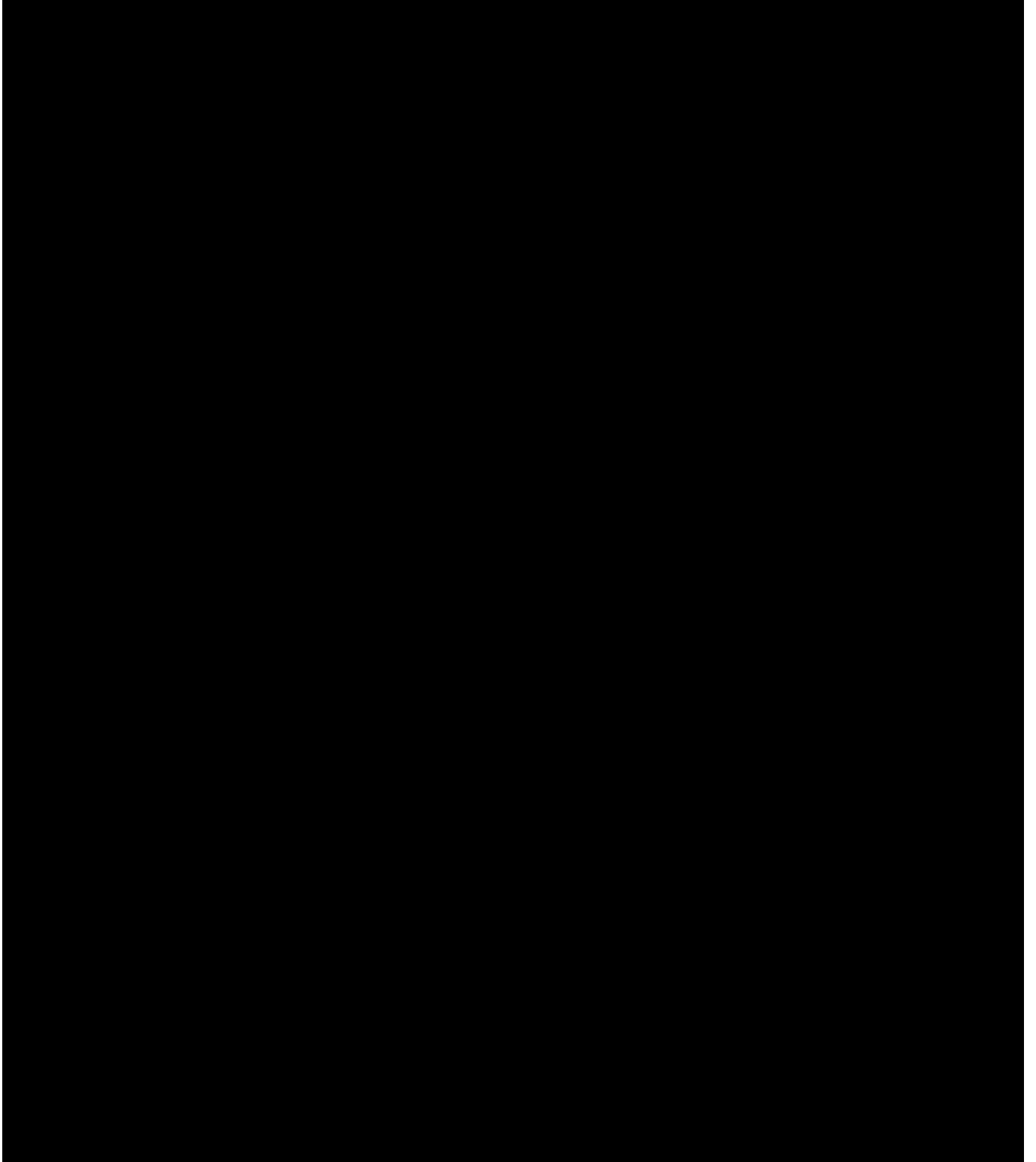
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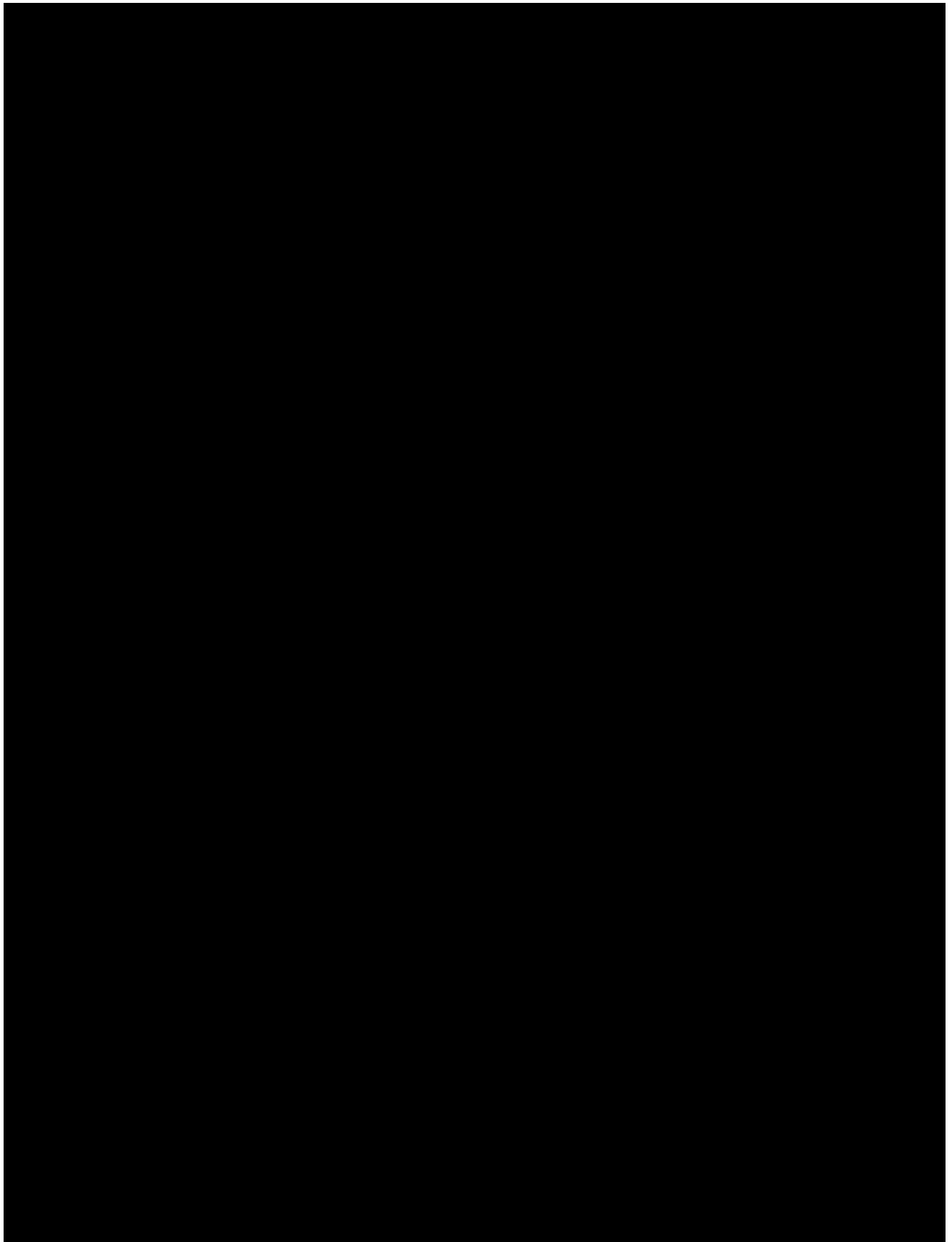
Schedule 4.8 – Tax Matters.

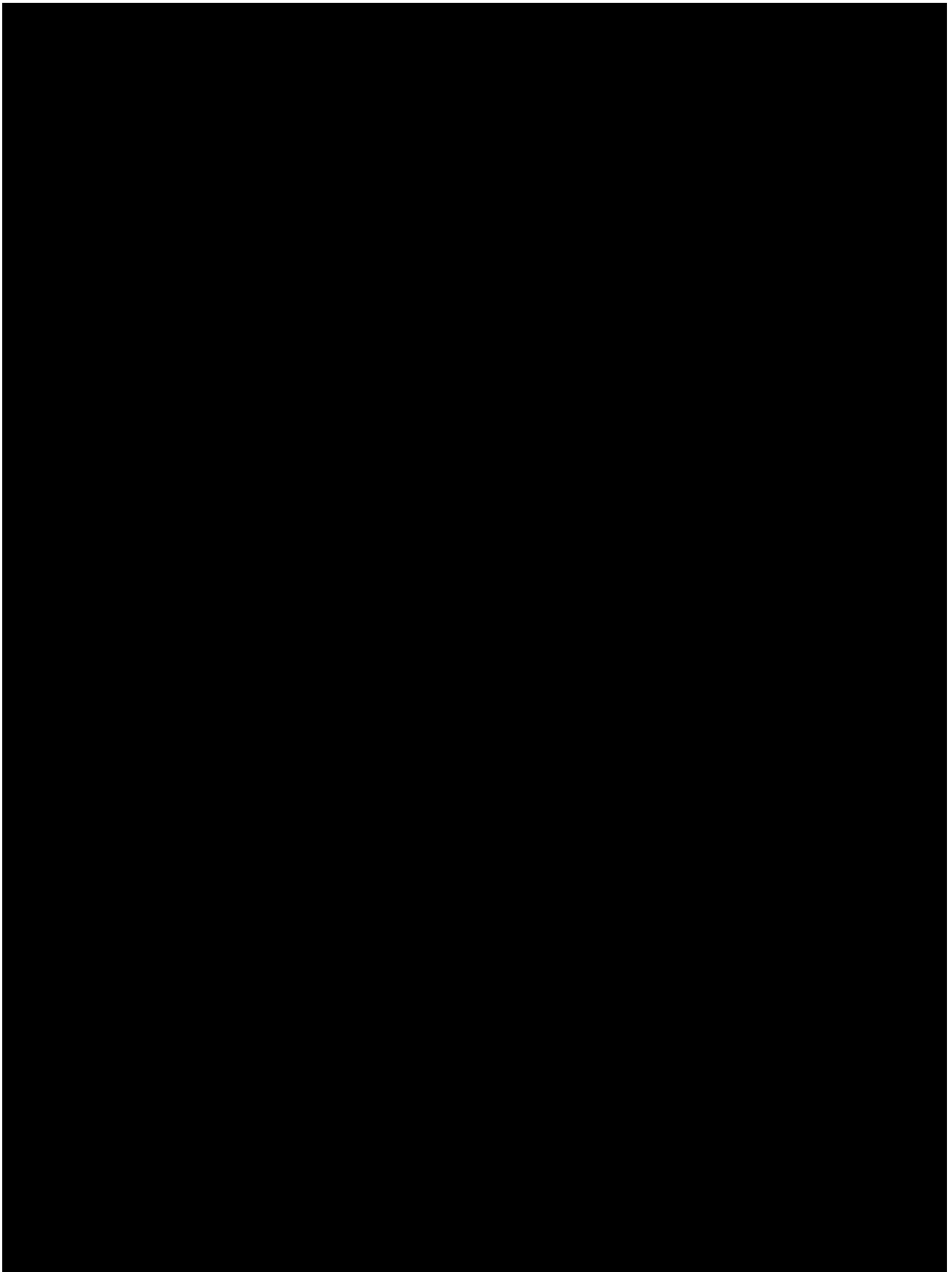


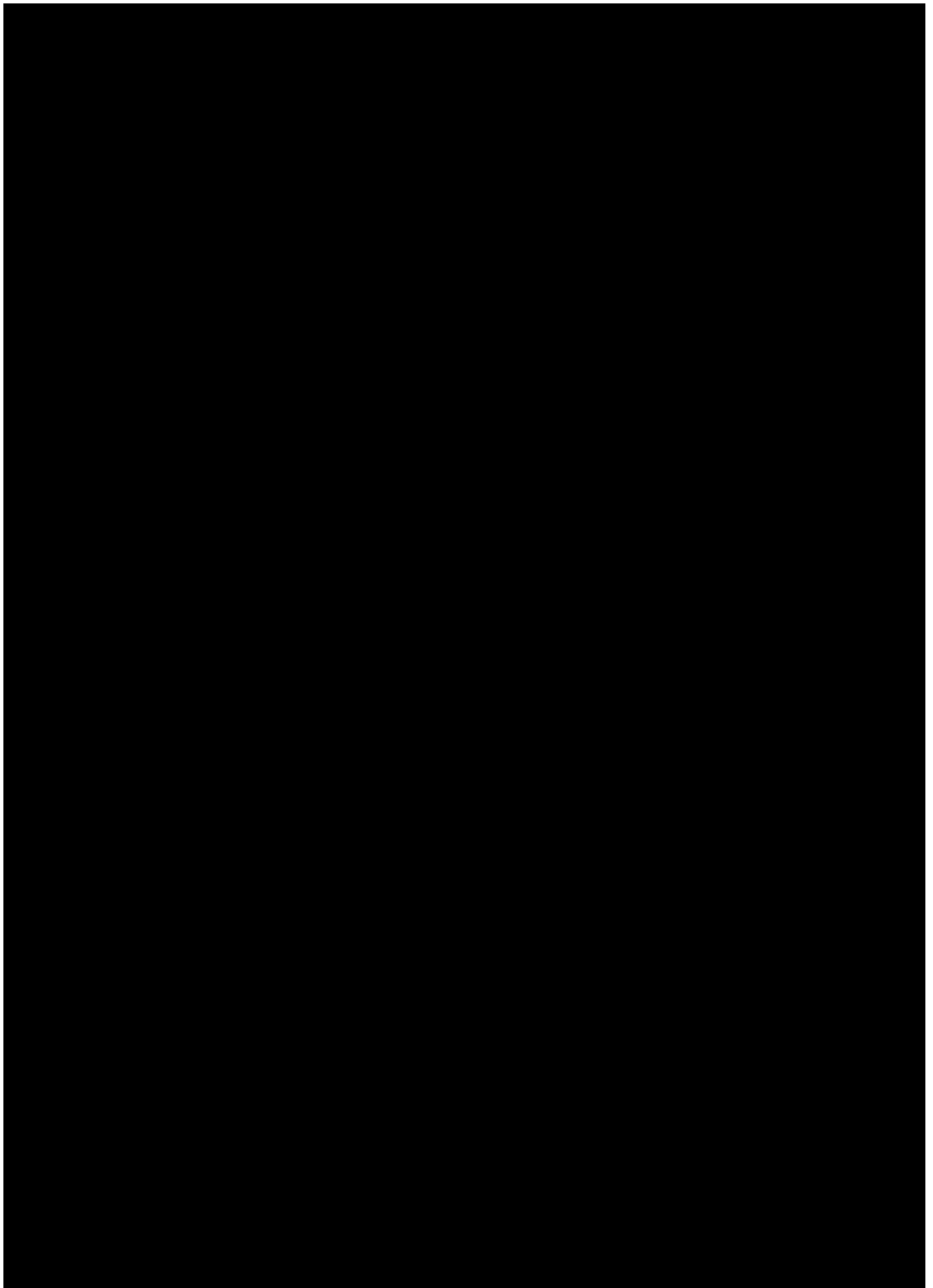
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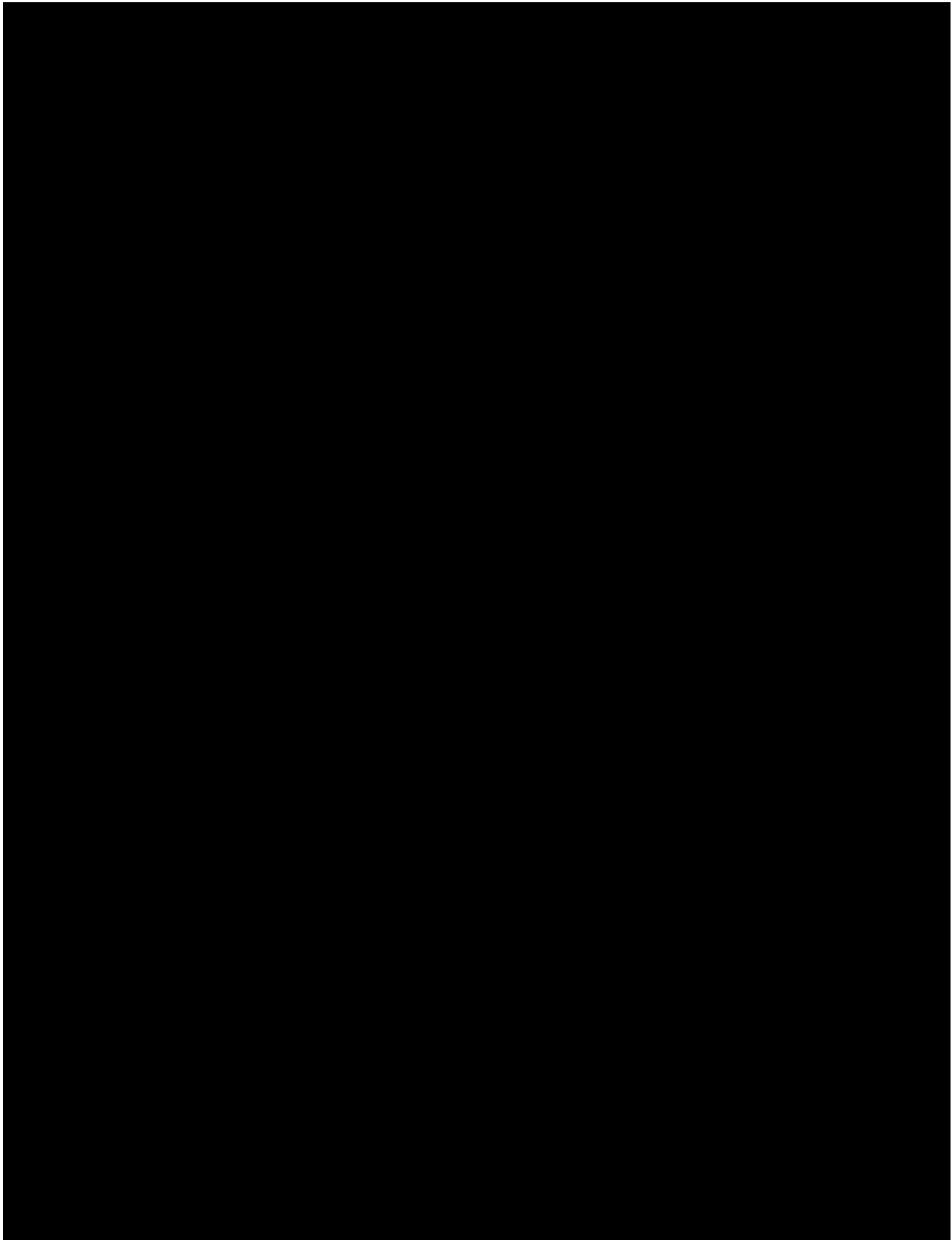
Schedule 4.9 – Intellectual Property.

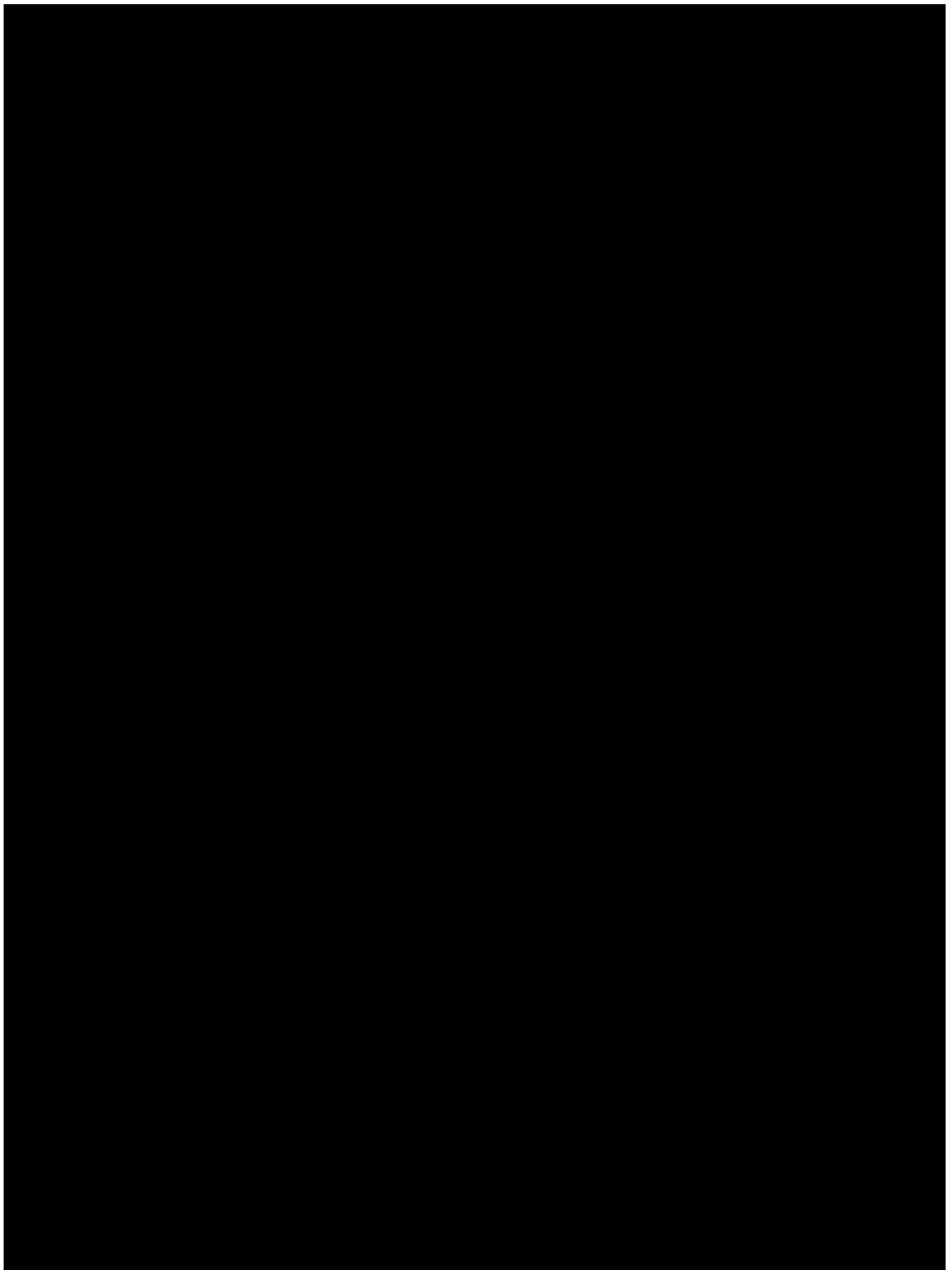


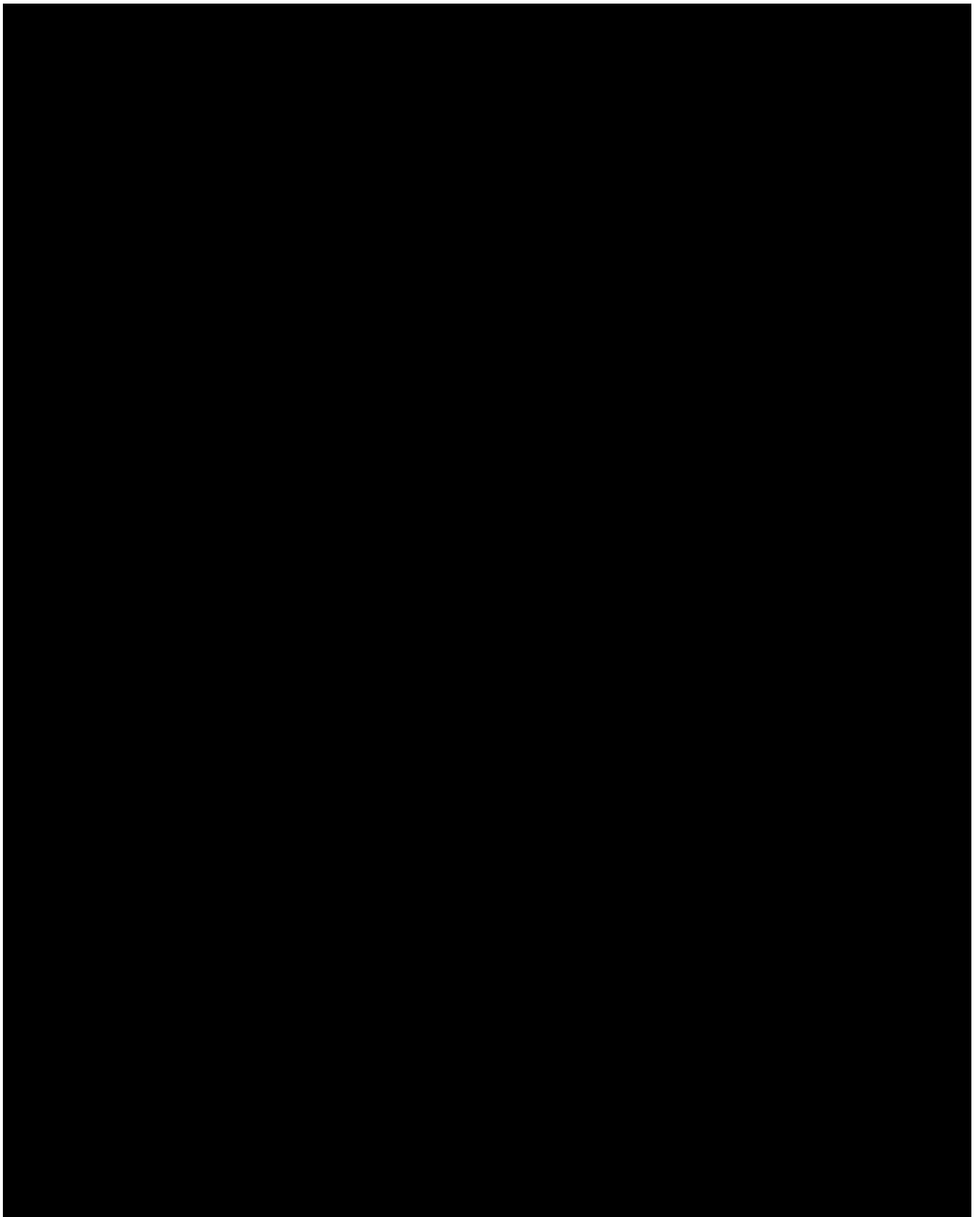


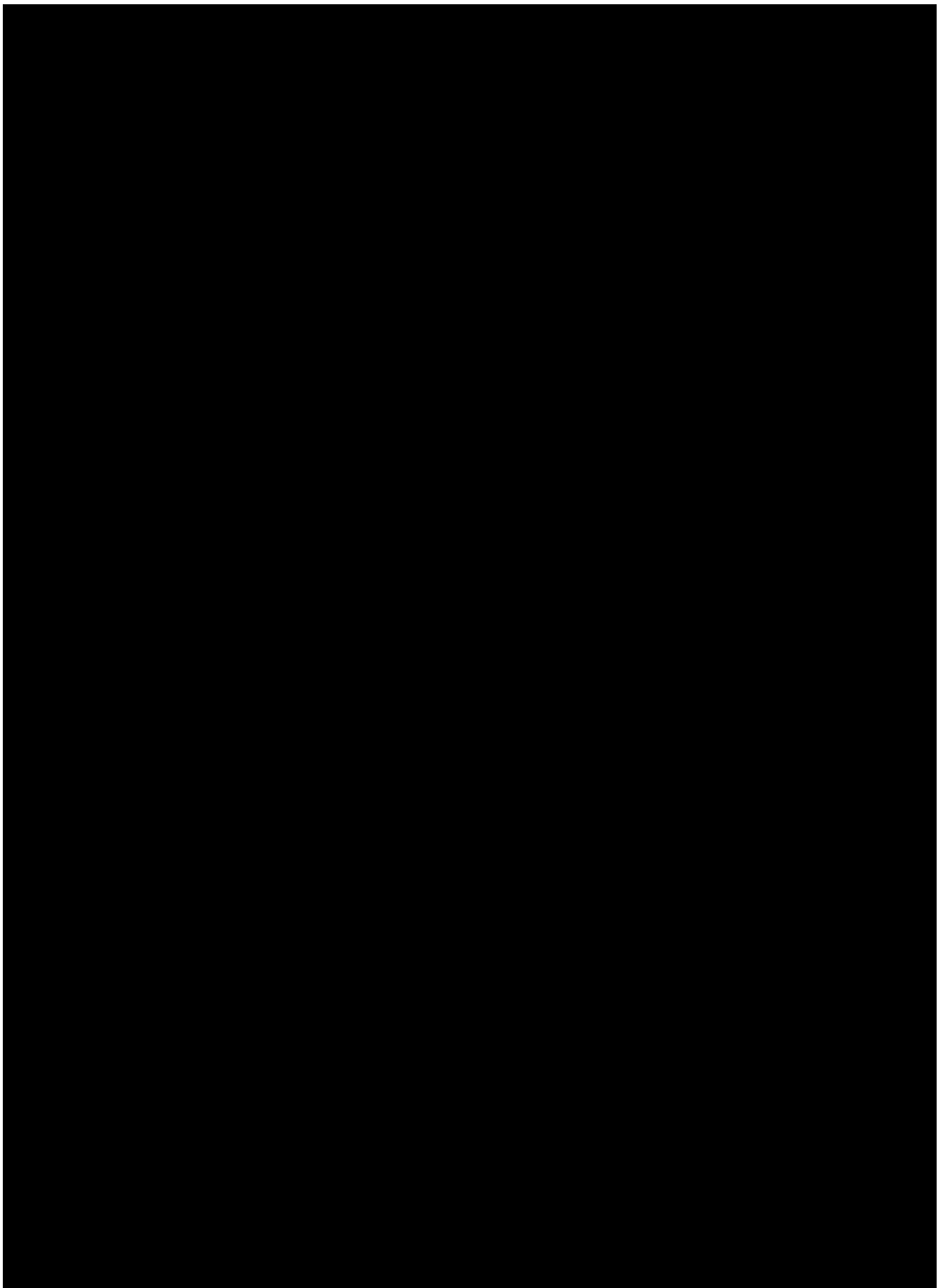


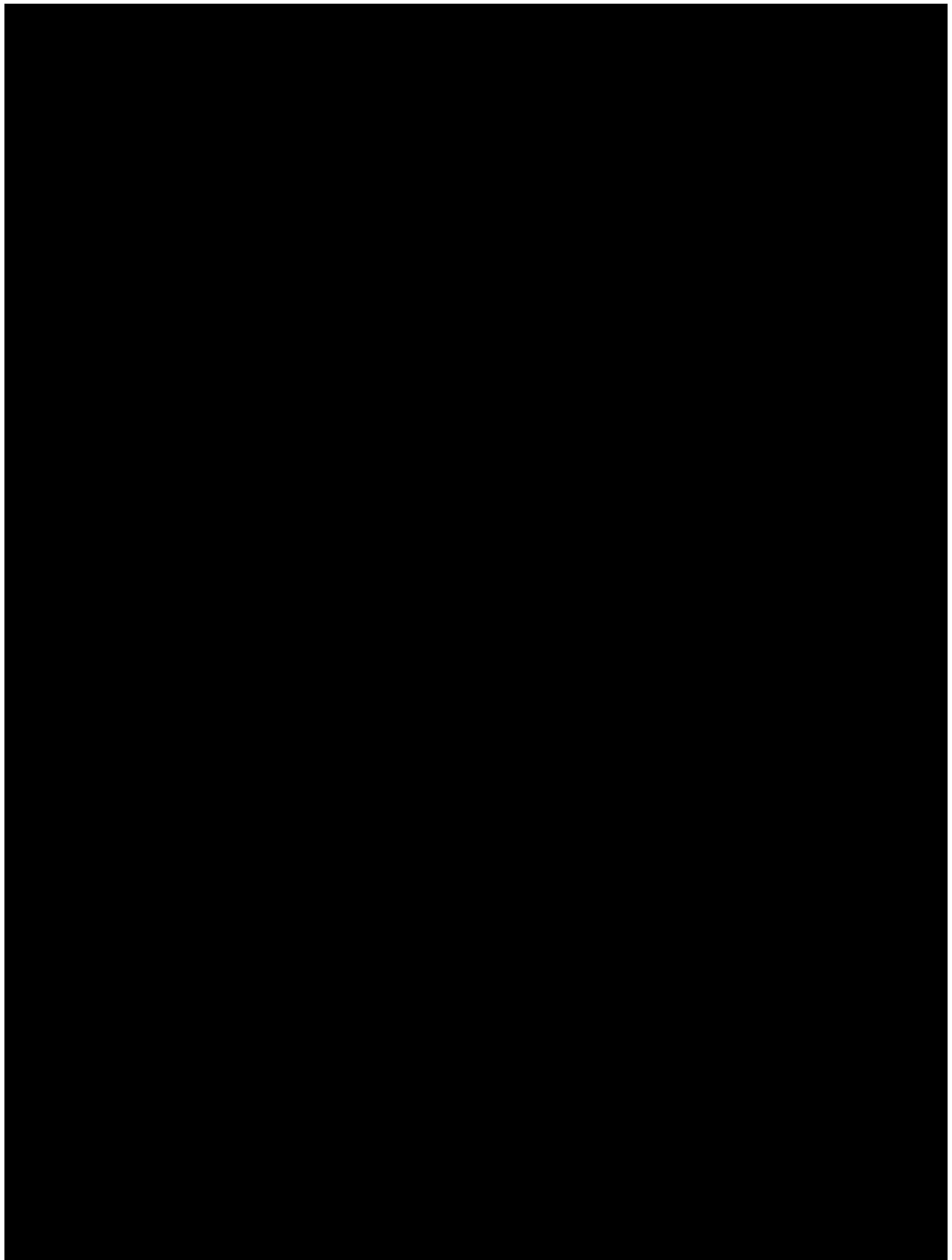


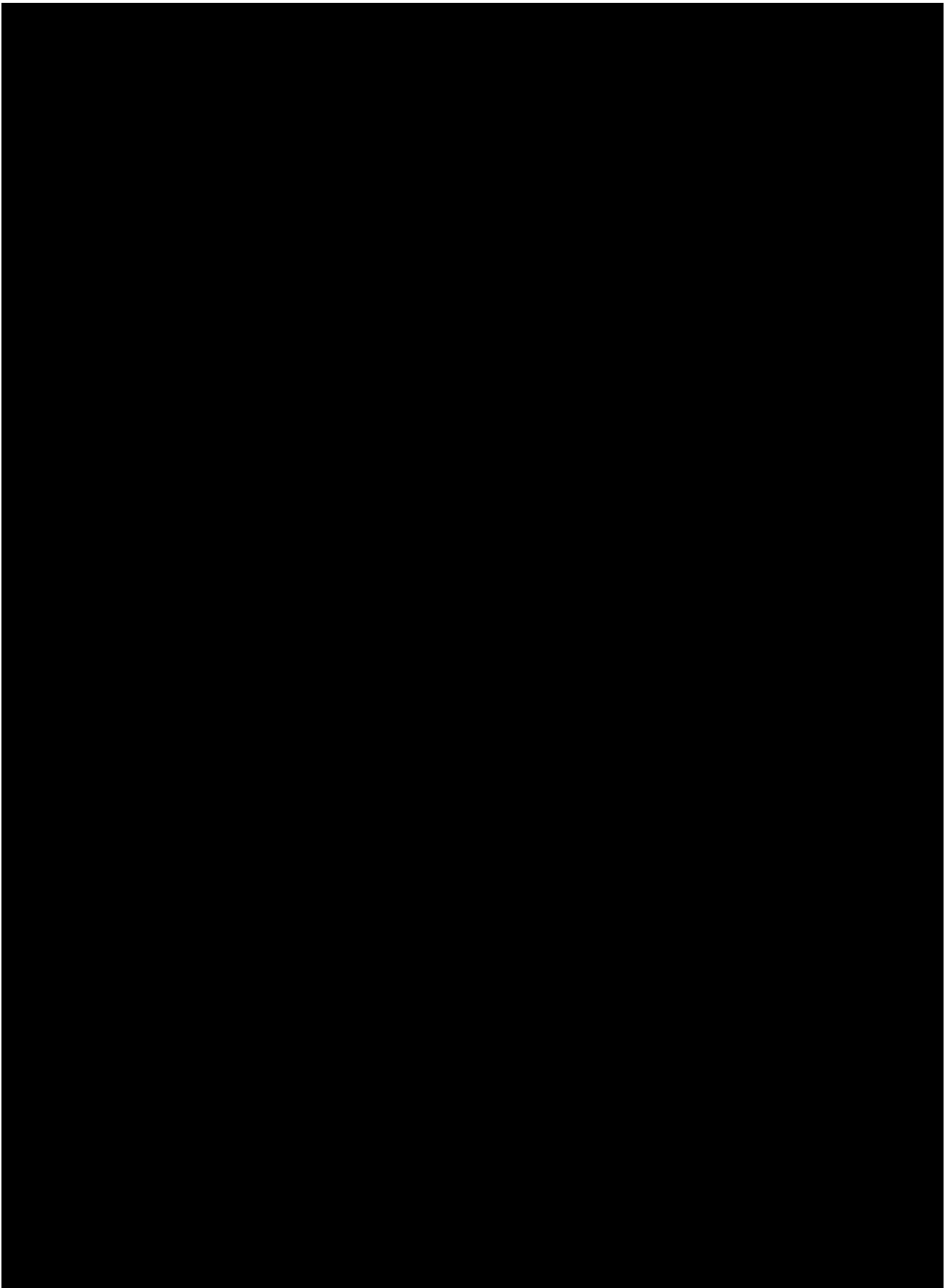




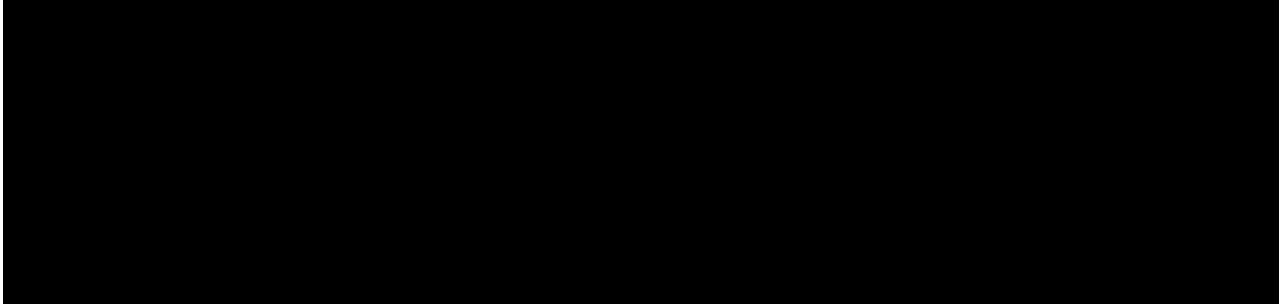








Schedule 4.9(2)(c) – IT Systems.



[commercially sensitive information redacted]