

# LOAN AGREEMENT

between

**MINDHEALTH BIOMED CORP.**, a private company incorporated in Canada with  
incorporation number 1250817 (the "**Lender**")

and

**MIND HEALTH (PTY) LTD**, a private company incorporated in the Kingdom of  
Lesotho with registration number 71179 (the "**Borrower**")

## **WHEREBY THE PARTIES AGREE AS FOLLOWS:**

### **1 LOAN AND INTEREST**

- 1.1 The Lender hereby undertakes to lend to the Borrower which hereby agrees to borrow the sum of CAD10,000,000 (Ten Million Canadian Dollars) ("**Loan**") on and subject to the terms and conditions hereinafter set out.
- 1.2 The Loan shall be advanced to the Borrower over a period of two years commencing on 01 **July 2020** ("**Effective Date**"). As at any relevant moment, the aggregate indebtedness, actual and contingent, of the Borrower to the Lender in terms of and arising from this Agreement shall be referred to as the "**Outstanding Balance**".
- 1.3 The Loan will bear interest at a rate equal to the prime interest rate as published by the Bank of Canada.
- 1.4 Interest will be calculated from the day following the Effective Date to the date of actual payment. Interest will be calculated on a daily basis and compounded yearly in arrears.

### **2 REPAYMENT**

- 2.1 The Outstanding Balance will be repaid to the Lender in full on demand. The Lender shall deliver a written demand for repayment to the Borrower, who will make payment within 5 business days of receipt thereof. Notwithstanding the foregoing, the Borrower will be entitled at any time and from time to time on not less than 5 business days' written notice to repay all or any part of the Outstanding Balance.
- 2.2 All payments of made in terms of this Agreement will be made by electronic transfer of immediately available and freely transferable funds to such account as the Lender may reasonably designate, free of any deductions or set-off whatsoever, in CAD.

### 3 **ACCELERATION**

Any Outstanding Balance will automatically become due and payable upon written notice to the Borrower upon the occurrence of any one or more of the following events -

- 3.1 if the Borrower is wound up provisionally or finally or placed under judicial management provisionally or finally or effects or offers a compromise with its creditors generally;
- 3.2 if any of the Borrower's assets are attached in execution and the Borrower fails to apply for rescission of the relevant judgment within 14 (fourteen) days of such attachment or, having so applied, fails successfully to prosecute such application within 60 (sixty) days of the judgment; and
- 3.3 if a judgment is given against the Borrower and such judgment is not discharged within 14 (fourteen) days or if application for rescission of such judgment is not made within 14 (fourteen) days or, having so applied, fails successfully to prosecute such application within 60 (sixty) days of the judgment.

### 4 **PROOF OF INDEBTEDNESS**

A certificate signed by a manager of the Lender, whose status it shall not be necessary to prove, reflecting the amount owing by the Borrower to the Lender under or in terms of this agreement, shall be *prima facie* proof of the amount of the indebtedness of the Borrower hereunder.

### 5 **RENUNCIATION OF BENEFITS**

The Borrower hereby renounces the benefits of the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, and revision of accounts with the meaning and effect whereof the Borrower acknowledges itself to be fully acquainted.

6 **APPLICABLE LAW AND JURISDICTION**

This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

<b>Signed at</b>	Sydney, Australia	<b>Date</b>	11 July 2020
<i>"Signed"</i>			
<b>For and on behalf of</b>	<b>MINDHEALTH BIOMED CORP</b>		
<b>Name</b>	Gavin Basserabie	who warrants that he is duly authorised to sign	
<b>Designation</b>	Director		

<b>Signed at</b>	Cape Town, South Africa	<b>Date</b>	10 July 2020
<i>"Signed"</i>			
<b>For and on behalf of</b>	<b>MIND HEALTH (PTY) LTD</b>		
<b>Name</b>	Jody Aufrichtig	who warrants that he is duly authorised to sign	
<b>Designation</b>	Director		