

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective as of March 9, 2025 (the “**Effective Date**”).

AMONG:

Trilogy AI Corp., a company existing under the laws of the Province of British Columbia, having its registered office at 2300-550 Burrard Street, Vancouver BC, V6C 2B5

(“**Trilogy**”)

AND:

WealthAgile Inc., a corporation existing under the federal laws of Canada, having its registered office at [REDACTED]

(“**Agile**”) *[Redacted - personal information]*

AND:

Each Person identified as a “Vendor” in Schedule A

(each a “**Vendor**” and, collectively, the “**Vendors**”)

WHEREAS

- A. As of the date of this Agreement, the Vendors are the beneficial and registered owners of the Purchased Shares (as defined herein), as set forth opposite the name of each Vendor listed in Schedule A attached hereto.
- B. The Vendors have agreed to sell to Trilogy, and Trilogy has agreed to purchase from the Vendors, the Purchased Shares, in the allocations as set forth opposite the name of each Vendor listed in Schedule A attached hereto, on the terms and conditions of this Agreement (the “**Acquisition**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do covenant and agree each with the other as follows:

1. Definitions and Schedules

1.1 Definitions:

- (a) “**Acquisition**” has the meaning ascribed to that term on the face page of this Agreement;
- (b) “**Agreement**” means this agreement, as amended or otherwise modified, and any schedules attached hereto;
- (c) “**Agile**” has the meaning assigned to that term on the face page of this Agreement;
- (d) “**Agile Shares**” means all of the outstanding common shares in the authorized share structure of Agile;
- (e) “**Alternative Transaction**” has the meaning ascribed to that term in Section 3.1;

- (f) “**Anti-Corruption Laws**” has the meaning assigned to that term in paragraph 21 of Schedule B;
- (g) “**Applicable Laws**” means with respect to any matter, Person, property or transaction, all rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over such matter, Person, property or transaction hereby;
- (h) “**Assets**” means all of the property, assets, and rights of Agile;
- (i) “**Books and Records**” means all books and records of Agile relating to the Business;
- (j) “**Business**” means the business of Agile as it is currently conducted, namely, enabling global users to invest in curated cryptocurrency portfolios with automated rebalancing and real-time tracking, all while staying connected to their cryptocurrency exchanges;
- (k) “**Burgess Employment Agreement**” has the meaning assigned to that term in Section 8.3(b);
- (l) “**Business Day**” means any day, except Saturdays and Sundays, on which banks are generally open for business in Vancouver, Canada and Toronto, Canada;
- (m) “**Closing**” has the meaning assigned to that term in Section 8.1;
- (n) “**Closing Date**” has the meaning assigned to that term in Section 8.1;
- (o) “**Consideration**” means, collectively, the Consideration Shares;
- (p) “**Consideration Shares**” has the meaning assigned to that term in Section 2.1.
- (q) “**Disclosure Schedule**” means the disclosure schedule attached as Schedule F hereto.
- (r) “**Effective Date**” has the meaning ascribed to that term on the first page hereof;
- (s) “**Encumbrances**” means any mortgage, charge, pledge, security interest, lien, encumbrance, adverse claim or any other matter capable of registration against title;
- (t) “**Exchange**” or “**CSE**” means the Canadian Securities Exchange;
- (u) “**Exemptions**” has the meaning ascribed thereto in Section 3.4 of this Agreement;
- (v) “**Financing**” means an equity offering of common shares of Trilogy raising gross proceeds of a minimum of \$2,000,000;
- (w) “**Government Authority**” means any foreign, national, provincial, local or state government, any political or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity and, for greater certainty, includes the Exchange and the applicable Securities Commissions;
- (x) “**Interim Period**” means the period from Effective Date to the Time of Closing;
- (y) “**ITA**” means the *Income Tax Act* (Canada);

- (z) **“Liabilities”** means all liabilities of Agile;
- (aa) **“Material Adverse Change”** means, in respect of Agile or Trilogy, any one or more changes, effects, events, circumstances, states of facts or occurrences which, in any case, either individually or in the aggregate is, or would reasonably be expected to be, material and adverse to the business, assets, operations, affairs, assets, properties, liabilities, capitalization, prospects or financial condition of Agile or Trilogy, as the case may be, provided that a Material Adverse Change shall not include any change, effect, event, occurrence, circumstance or state of facts (whether alone or in combination with any other effect), directly arising out of, resulting from or reasonably attributable to: (i) the announcement of this Agreement or the pending completion of the transactions contemplated hereby; or (ii) changes in the capital markets generally; (iii) changes in the psychedelic drug industry generally, provided, however that such changes, effects, events, occurrences, circumstances or states of fact referred to in clause (ii) above does not primarily relate to (or have the effect primarily relating to Agile or Trilogy compared to other companies of similar size operating in the same industry);
- (bb) **“Parties”** means, together, Agile, Trilogy and the Vendors and **“Party”** means any one of them;
- (cc) **“Person”** means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);
- (dd) **“Purchased Shares”** means the number of common shares in the authorized share structure of Agile as set out in Schedule A attached hereto;
- (ee) **“SAFE Holder”** means a holder of a simple agreement for future equity in the authorized share structure of Agile;
- (ff) **“Securities”** means any shares, ownership interests, stock options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in Securities Laws;
- (gg) **“Securities Commissions”** means, collectively, the British Columbia Securities Commission, the Alberta Securities Commission, the Nova Scotia Securities Commission, and the Ontario Securities Commission;
- (hh) **“Securities Laws”** means the applicable securities legislation of each province of Canada and the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the Securities Commissions;
- (ii) **“Taxes”** means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the foregoing;
- (jj) **“Tax Election Form”** has the meaning ascribed thereto in Section 2.4;
- (kk) **“Tax Election Provision”** has the mean ascribed thereto in Section 2.4;

- (ll) “**Third Party**” means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual, other than a Party to this Agreement;
- (mm) “**Time of Closing**” has the meaning assigned to that term in Section 8.1;
- (nn) “**Trilogy**” has the meaning assigned to that term on the face page of this Agreement;
- (oo) “**Trilogy Shares**” means the common shares in the authorized share structure of Trilogy;
- (pp) “**Trilogy Warrant**” means a warrant to acquire a common share of Trilogy;
- (qq) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;
- (rr) “**Vendor**” has the meaning assigned to that term in the first page of this Agreement; and
- (ss) “**Vendors’ Representative**” has the meaning assigned to that term in Section 10.1(a).

1.2 Schedules

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

Schedule	Title
A	Vendors, Purchased Shares, and Consideration Shares
B	Representations and Warranties of Agile
C	Representations and Warranties of the Vendors
D	Representations and Warranties of Trilogy
E	Burgess Employment Agreement
F	Disclosure Schedule

2. Purchase and Sale

- 2.1 Subject to the terms and conditions of this Agreement, the Vendors hereby agree to sell all their ownership interest in and to the Purchased Shares, as described in Schedule A, to Trilogy free and clear of all Encumbrances and Trilogy agrees to purchase all of the Purchased Shares in consideration for the issuance of the number of Trilogy Shares to the Vendors as set out in Schedule A (the “**Consideration Shares**”).
- 2.2 On Closing, Trilogy shall issue the Consideration Shares to the Vendors. The Parties acknowledge and agree that the Consideration Shares represent all of the consideration to be received by the Vendors in exchange for the Purchased Shares.
- 2.3 Following Closing, Trilogy shall adopt an employee stock option plan in a form reasonably acceptable to Trilogy and the Vendors.
- 2.4 Trilogy agrees that, at the request and expense of any Vendor who is resident in Canada for the purposes of the ITA, Trilogy shall jointly elect with the Vendor for the provisions of subsection 85(1) or (2) of the ITA and any equivalent provision under provincial legislation (each a “**Tax Election Provision**”) to apply to the Purchased Shares acquired by Trilogy from the Vendor. In order to make any such election, the Vendor shall prepare any prescribed election form (each a

“**Tax Election Form**”) and deliver any such Tax Election Form to Trilogy within 90 days of the Closing Date. Upon receipt, Trilogy shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Vendor by mail using the address that the Vendor provided to Trilogy in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Vendor making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. Trilogy shall not be liable for any damages arising to a shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form

- 2.5 Notwithstanding anything contained in this Agreement, Trilogy does not assume and shall not be liable for any taxes under the ITA or under provincial legislation or any other amount whatsoever which may be or become payable by Vendors including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by Vendors to Trilogy of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

3. Covenants, Agreements and Acknowledgements

- 3.1 During the Interim Period, none of the Vendors nor Agile shall take any action, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to, any Person, other than Trilogy and its designated and authorized representatives, concerning any sale, transfer or assignment of the Purchased Shares, any portion of the Business or the Assets (an “**Alternative Transaction**”). The Vendors and Agile shall notify Trilogy promptly if any such discussions or negotiations are sought or if any proposal for a sale, transfer or assignment of the Purchased Shares, any portion of the Business or the Assets is received or being considered. Notwithstanding anything to the contrary contained in this Section 3.1, none of the Vendors (in their capacity as officers or directors of Agile) nor Agile shall be prohibited from (i) furnishing or providing information or otherwise responding to or engaging in discussions or negotiations in respect of an unsolicited Alternative Transaction, (ii) supporting or facilitating any such unsolicited Alternative Transaction or (iii) completing any such Alternative Transaction or entering into a definitive and binding agreement to effect such an unsolicited Alternative Transaction, if, in any such case, the directors of Agile determine in good faith, after consultation, to the extent considered appropriate by the directors, with their financial and legal advisors, that the unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to Agile or the Vendors than the Acquisition.
- 3.2 During the Interim Period, Trilogy will carry on its business in the ordinary course, consistent with past practices, and will not, without the prior written consent of Agile, enter into any agreement, commitment or understanding with respect to any matters that would be material to Trilogy (other than, for the avoidance of doubt, with respect to any matters relating to this Agreement).
- 3.3 Without in any way limiting any other obligations of Agile hereunder, but subject to Section 3.1, during the Interim Period:
- (a) Agile shall conduct the Business and the operations and affairs of Agile only in the ordinary course, and, without limiting the generality of the foregoing, Agile shall:
 - (i) not amalgamate, merge or consolidate with or acquire or agree to acquire all or substantially all of the shares and assets of any Person;

- (ii) not acquire or lease or agree to acquire or lease any business operations or any equity interests in any other Person;
 - (iii) not acquire or agree to acquire any legal or beneficial interest in any real property;
 - (iv) not to occupy, lease, manage or control or agree to occupy, lease or manage or control any facility or property;
 - (v) not enter into any compromise or settlement of any litigation, proceeding or government investigation relating to the Business or any of the Assets;
 - (vi) not enter into any contract that would be material to the Business;
 - (vii) not move any material part of the Business to any other location from which Agile does not carry on the Business at the date hereof; and
 - (viii) not make any change to its governing documents;
- (b) Agile shall:
- (i) continue to maintain in full force and effect all the insurance policies or renewals thereof currently in effect; and
 - (ii) report all claims or known circumstances or events which may give rise to a claim to its insurers under the insurance policies in a due and timely manner to the Closing Date and to provide copies of those reports to Trilogy;
- (c) Agile shall use commercially reasonable efforts to preserve intact the Business, the Assets and the operations and affairs of Agile and to carry on the Business and the affairs of Agile as currently conducted;
- (d) Agile shall pay and discharge its liabilities in the ordinary course in accordance and consistent with the previous practice of Agile, except those contested in good faith by Agile;
- (e) Shareholders of Agile holding a minimum of 75% of the issued and outstanding share capital of Agile and all SAFE Holders will have executed and delivered a joinder agreement in form and substance satisfactory to Trilogy, agreeing to be bound by the terms of this Agreement;
- (f) Agile shall take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and to complete the transfer of the Purchased Shares to Trilogy and to cause all necessary meetings of directors of Agile to be held for that purpose;
- (g) Agile shall periodically report to Trilogy as it may reasonably request concerning the state of Agile, the Business and the Assets; and
- (h) Agile shall use commercially reasonable efforts to satisfy the conditions contained in Section 4.1 and Section 4.3.

3.4 The Vendors hereby acknowledge and agree with Trilogy as follows:

- (a) the transfer of the Purchased Shares and the issuance of Consideration Shares in exchange therefor will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and prospectus requirements of the Securities Laws;
- (b) as a consequence of acquiring the Consideration Shares pursuant to the Exemptions:
 - (i) the Vendors will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Vendors may not receive information that might otherwise be required to be provided to the Vendors, and Trilogy is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by Trilogy;
 - (iii) no Securities Commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares;
- (c) there will be no government or other insurance covering the Consideration Shares; and
- (d) each of the Vendors is knowledgeable of, or has been independently advised as to, Applicable Laws which may impose restrictions on the resale of such Consideration Shares and it is the Vendors’ responsibility to find out what those resale restrictions are, and to comply with them before selling the Consideration Shares.

3.5 Each of the Vendors acknowledges having fully read and understood this Agreement, and having either received independent legal advice, or having had the opportunity to receive independent legal advice, with respect to this Agreement. Each of the Vendors is signing this Agreement voluntarily, without coercion or compulsion, and without relying upon any representations, promises or terms, except as expressly set out in this Agreement.

3.6 Each of the Vendors acknowledges that this Agreement provides certain personal information to Trilogy and Agile. Such information is being collected by Trilogy and Agile for the purposes of completing the Acquisition, including completing filings required by the Exchange and other securities regulatory authorities. In that regard, each of the Vendors specifically acknowledges and consents to: (i) the disclosure by Trilogy and Agile of Personal Information (hereinafter defined) concerning each of the Vendors to any Government Authority, including, but not limited to, securities regulatory authorities, taxation authorities, the Exchange and its affiliates, authorized agents, subsidiaries and divisions, registrars and transfer agents of Trilogy and Agile and the legal counsel and other advisors of Trilogy and Agile; (ii) Trilogy and Agile’s retention of such Personal Information for as long as permitted or required by Applicable Laws or business practices; and (iii) the collection, use and disclosure of Personal Information by securities regulatory authorities and the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about each of the Vendors;
- (c) to consider the suitability of each of the Vendors as a holder of securities of Trilogy;
- (d) to consider the eligibility of Trilogy to continue to list on the Exchange;
- (e) to provide disclosure to market participants as to the security holdings of Trilogy’s shareholders, and their involvement with any other reporting issuers, issuers subject to a

cease trade order or bankruptcy, and information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with Trilogy;

- (f) to detect and prevent fraud;
- (g) to conduct enforcement proceedings; and
- (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, Securities Laws and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

3.7 Each of the Vendors also acknowledges that: (i) the Exchange also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information the Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by Applicable Law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the Exchange's website or through printed materials published by or pursuant to the direction of the Exchange; and (iv) the Exchange may from time to time use Third Parties to process information and provide other administrative services, and may share the Personal Information with such providers.

3.8 Herein, "**Personal Information**" means any information about the Vendors that is personal in nature.

4. Conditions Precedent

4.1 The respective obligations of the Parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the condition that there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition, which condition may be waived by any Party in whole or in part.

4.2 Trilogy's obligations under this Agreement to close the transactions contemplated under this Agreement, are subject to the fulfillment of the following conditions:

- (a) the representations and warranties of Agile and the Vendors contained in Schedule B and Schedule C, respectively, will be true and correct in all material respects at and as of the Closing;
- (b) all covenants, agreements and obligations hereunder on the part of Agile and the Vendors to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with;
- (c) Agile and the Vendors will have delivered to Trilogy the documents required to be delivered by them pursuant to Section 8.2;
- (d) Shareholders of Agile holding a minimum of 75% of the issued and outstanding share capital of Agile and all SAFE Holders will have executed and delivered a joinder agreement in form and substance satisfactory to Trilogy, agreeing to be bound by the terms of this Agreement;

- (e) Agile will have no more than \$300,000 in liabilities outstanding;
- (f) The Canadian Securities Exchange shall have approved the transactions contemplated under this Agreement (“**Exchange Approval**”)
- (g) the directors of Agile shall have authorized the transfer of the Purchased Shares to Trilogy; and
- (h) there will have been no Material Adverse Change in respect of Agile.

The conditions precedent set forth above are for the exclusive benefit of Trilogy and may be waived by it in whole or in part on or before the Time of Closing.

4.3 the Vendors’ obligations under this Agreement to close the transactions contemplated under this Agreement, are subject to the fulfillment of the following conditions:

- (a) the representations and warranties of Trilogy contained in Schedule D will be true and correct in all material respects at and as of the Closing;
- (b) all covenants, agreements and obligations hereunder on the part of Trilogy to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with;
- (c) Timothy J. Burgess shall be appointed to the board of directors of Trilogy on Closing;
- (d) Exchange Approval shall have been obtained;
- (e) on or before Closing, Trilogy shall have completed the Financing;
- (f) on Closing, Trilogy will have delivered to Agile the documents required to be delivered by it pursuant to Section 8.3; and
- (g) there will have been no Material Adverse Change in respect of Trilogy.

The conditions precedent set forth above are for the exclusive benefit of the Vendors and may be waived by the Vendors in whole or in part on or before the Time of Closing.

5. Representations and Warranties of Agile

5.1 In order to induce Trilogy to enter into this Agreement and complete its obligations hereunder, Agile makes the representations and warranties to Trilogy set forth in Schedule B.


6. Representations and Warranties of the Vendors

6.1 In order to induce Trilogy to enter into this Agreement and complete its obligations hereunder, the Vendors make the representations and warranties to Trilogy set forth in Schedule C.

7. Representations and Warranties of Trilogy

7.1 In order to induce Agile and the Vendors to enter into this Agreement and complete their respective obligations hereunder and thereunder, Trilogy makes the representations and warranties to Agile and to the Vendors contained in Schedule D.

8. Closing

- 8.1 The completion of the transactions contemplated under this Agreement shall be completed (the “**Closing**”) at the offices of Gowling WLG (Canada) LLP, at 11:00 a.m. (Vancouver time) (the “**Time of Closing**”), on the date which is the fifth (5th) Business Day following the satisfaction or waiver of all conditions precedent as set out in Section 4, or such other time or date as the Parties may agree upon (the “**Closing Date**”).
- 8.2 At the Time of Closing on the Closing Date, the Vendors and Agile shall deliver to Trilogy the following Closing documents:
- (a) a mutual release executed by each of the directors and officers of Agile, in form and substance satisfactory to the Vendors and Trilogy, each acting reasonably (each, a “**Release**”);
 - (b) an executed share transfer in respect of each of the Purchased Shares, together with such other deeds of assignment or transfer as may be reasonably requested by Trilogy to complete the transactions provided for in this Agreement, duly executed by the relevant Vendor;
 - (c) an updated Schedule A reflecting the final list of Vendors, Purchased Shares and Consideration Shares as of immediately prior to the Time of Closing,
 - (d) the certificates representing the Purchased Shares, duly endorsed for transfer in favour of Trilogy;
 - (e) if required by the Exchange, a fully completed and properly executed personal information form in the form required by the Exchange for Timothy J. Burgess; and
 - (f) a certificate of an officer of Agile certifying compliance with the conditions in Section 4.2(a) and 4.2(b).
- 8.3 At the Time of Closing on the Closing Date, Trilogy shall deliver to Agile and to the Vendors the following:
- (a) certificates, or equivalent documentation, representing the Consideration Shares, registered in the name of, or in accordance with the written direction of, the Vendors;
 - (b) duly executed employment agreement, in the form attached hereto as Schedule E, between Trilogy and Timothy J. Burgess (the “**Burgess Employment Agreement**”);
 - (c)  [Redacted - confidential information]
 - (d) evidence satisfactory to Agile and the Vendors that the CSE has not objected to the Acquisition pursuant to CSE policy 6.3; and
 - (e) a certificate of an officer of Trilogy certifying compliance with the conditions in Section 4.3(a) and 4.3(b).
- 8.4 The items tabled at Closing pursuant to Sections 8.2 and 8.3 shall be held in escrow by the solicitors of each Party until all of such items have been tabled and Trilogy and the Vendors have acknowledged that they are satisfied therewith, whereupon such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the

Closing Date and the Parties do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each Party pursuant to this Section 8.4 shall be returned to such Party.

9. Termination

9.1 This Agreement may be terminated at any time prior to the Closing Date:

- (a) by mutual written consent of Trilogy, Agile and the Vendors;
- (b) by Trilogy if there is a Material Adverse Change relating to Agile;
- (c) by the Vendors if there is a Material Adverse Change relating to Trilogy;
- (d) by either Trilogy or the Vendors if the Closing shall not have been consummated on or prior to April 15, 2025, without liability to the terminating Party on account of such termination; provided that the right to terminate this Agreement pursuant to this 9.1(d) shall not be available to a Party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (e) by Trilogy, if there has been a material breach by Agile or the Vendors of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 4.2 which Agile or the Vendors, as the case may be, fails to cure within ten (10) Business Days after written notice thereof is given by Trilogy;
- (f) by Agile and the Vendors if there has been a material breach by Trilogy of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 4.3 which Trilogy fails to cure within ten (10) Business Days after written notice thereof is given by Agile and the Vendors; or
- (g) by any Party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no Party shall be entitled to terminate this Agreement if such Party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

9.2 Upon termination of this Agreement in accordance with the terms hereof, the Parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Section 10.3.

10. General

10.1 The Vendors' Representative:

- (a) Each Vendor and the Agile appoints Sheldon Levy its representative (the "**Vendors' Representative**") and its true and lawful attorney in fact, with full power and authority in its name and on its behalf:
 - (i) to act in his absolute discretion with respect to all matters relating to this Agreement, including execution and delivery of any amendment of, or supplement

to, this Agreement, any waiver of any condition under, or right arising out of, this Agreement, and any termination of this Agreement; and

- (ii) in general, to do all things and to perform all acts, including receiving notices on behalf of the Vendors, negotiating, executing and delivering all agreements, certificates, receipts, instructions, and other instruments, contemplated by, or deemed advisable to complete the transactions contemplated by, this Agreement.
 - (b) Trilogy will be entitled to rely upon any document or other instrument delivered by the Vendors' Representative, in that capacity, as being authorized by all of the Vendors, and Trilogy will not be liable to any Vendor for any action taken or not taken by Trilogy based on that reliance.
 - (c) The mandate of the Vendors' Representative under this Section 10.1 will terminate immediately following the Closing, or upon the earlier termination of this Agreement.
- 10.2 None of the Parties will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by Trilogy, Agile and the Vendors, except that Trilogy may make a press release or filing with a regulatory authority if counsel for Trilogy advises that such press release or filing is necessary under applicable Securities Laws or the rules and policies of the Exchange, provided that Trilogy will provide Agile and the Vendors with the opportunity to review and provide comments prior to dissemination.
- 10.3 Each Party will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business advice, among others, finder's fees and any personal or corporate sales taxes, income taxes and capital gains.
- 10.4 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this subsection or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.
- 10.5 The schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.
- 10.6 This Agreement constitutes the entire agreement between the Parties in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.
- 10.7 The Parties shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the Parties unless such alteration, amendment, modification or interpretation is in written form executed by all of the Parties.

- 10.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand or e-mail to the Parties at their following respective addresses:

To Trilogy: *[Redacted - personal information]*

[Redacted]

Attention: Charn Deol
Email: [Redacted]

To Agile: *[Redacted - personal information]*

[Redacted]

Attention: Timothy J. Burgess
Email: [Redacted]

If to the Vendors, to their respective addresses set out on Schedule "A".

or to such other addresses as may be given in writing by the Parties in the manner provided for in this subsection, and the Party sending such notice should request acknowledgment of delivery and the Party receiving such notice should provide such acknowledgment.

- 10.9 This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- 10.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.
- 10.11 The phrase "to the knowledge of" when used to modify or describe the state of knowledge of factual or legal matters relating to a Party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean "to the knowledge of a senior officer of the Party after diligent enquiry".
- 10.12 The headings in this Agreement are solely for convenience or reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.
- 10.13 The word "including", when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 10.14 Unless another currency is otherwise indicated, all references to currency are deemed to mean lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are

to be calculated in lawful money of Canada and to be paid by certified cheque or bank draft drawn on a Canadian chartered bank payable at par in Vancouver, British Columbia.

- 10.15 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.
- 10.16 This Agreement may be signed by fax or other electronic means and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank; signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date first above written.

TRILOGY AI CORP.

Per: (Signed) "Melody Cooper"
Name: Melody Cooper
Title: Chief Executive Officer

WEALTHAGILE INC.

Per: (Signed) "Timothy J. Burgess"
Name: Timothy J. Burgess
Title: Chief Executive Officer

VENDORS:

(Signed) "Timothy J. Burgess"
Timothy J. Burgess

SEASIDE CAPITAL INC.

Per: (Signed) "Timothy J. Burgess"
Name: Timothy J. Burgess
Title: President

ADARA MANAGEMENT INC.

Per: (Signed) "Sheldon Levy"
Name: Dr. Sheldon Levy
Title: Authorized Signatory

SCHEDULE B
REPRESENTATIONS AND WARRANTIES OF AGILE

Agile represents, warrants and agrees as of the date hereof and at the Time of Closing (or at such time as may be specifically set out below) the following:

1. Agile is a corporation duly incorporated, validly existing and in good standing under the laws of Canada, and has the corporate power and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
2. Agile is qualified to conduct business in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary;
3. the execution and delivery of this Agreement by Agile and all other related agreements or documents, and the completion of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate acts on the part of Agile, and this Agreement constitutes a legal, valid and binding obligation of Agile;
4. at signing, the authorized share structure (including the issued and outstanding shares) of Agile consists of an unlimited number of common shares, issuable in series, of which an unlimited number of voting common shares and an unlimited number of non-voting common shares have been designated;
5. the rights, privileges, restrictions and conditions attached to the Agile Shares are as set out in the constating documents of Agile and under applicable corporate legislation;
6. except as disclosed in Section 6 of the Disclosure Schedule, there are no outstanding shares, share purchase warrants, broker options, options or other rights or other arrangements under which Agile is bound or obligated to issue additional shares in its authorized share structure or warrants, broker warrants, options or other rights to acquire shares in its authorized share structure and, to the knowledge of Agile, the Agile Shares are not subject to the terms of any shareholder or voting trust agreement;
7. Agile has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the acquisition of any of the Assets which has not been terminated prior to the date hereof;
8. Agile does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
9. no proceedings have been taken or authorized by the Vendors, or to the knowledge of Agile by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of Agile;
10. the material Assets of Agile are listed in Section 10 of the Disclosure Schedule;
11. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder resolutions of Agile, or any agreement or instrument or statute or laws to which Agile is a Party or by which

the Assets are bound or any order, decree, statute, regulation, covenant or restriction applicable to Agile;

12. to the knowledge of Agile, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Agile) pending or threatened by or against Agile or affecting the Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and, to the knowledge of Agile, there are no existing grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
13. except as disclosed in Section 13 of the Disclosure Schedule, Agile does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than the Canada Pension Plan and other similar health plans established pursuant to statute, and Agile does not have any unfunded or unpaid liability in respect of such plan;
14. Agile does not own, have any interest in, and is not a party to or bound by or subject to any material agreement, contract or commitment, or any option to purchase, any real or immovable property;
15. no property or asset of Agile has been taken or expropriated by any Government Authority nor has any notice or proceeding in respect thereof been given or commenced nor, to the knowledge of Agile, is there any intent or proposal to give such notice or to commence such proceeding;
16. the Books and Records disclose all material financial transactions of Agile since its incorporation, and such transactions have in all material respects been fairly and accurately recorded;
17. as of the date hereof (except as disclosed in writing to Trilogy), and at the Time of Closing (except as disclosed in the Books and Records):
 - (a) Agile is not indebted to the Vendors, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;
 - (b) neither the Vendors nor any other officer, director or employee of Agile is indebted or under obligation to Agile on any account whatsoever; and
 - (c) Agile has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;
18. there are no material liabilities of Agile whether direct, indirect, absolute, contingent or otherwise, which have not either been disclosed in writing to Trilogy as of the date hereof or recorded in the Books and Records of Agile;
19. except as disclosed in this Agreement, since incorporation Agile has not:
 - (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;
 - (b) made any gift of money or of any of its Assets to any Person;
 - (c) authorized, agreed or otherwise become committed to do any of the foregoing;

20. Agile has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those disclosed in writing to Trilogy as of the date hereof, those recorded in the Books and Records, those incurred in the ordinary course of business, and those incurred in connection with the transactions contemplated by this Agreement;
21. Agile has not taken, directly or indirectly any action which would cause Agile to be in violation of the United States Foreign Corrupt Practices Act of 1977, as amended (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (and the regulations promulgated thereunder), or any Applicable Laws of similar effect of any other jurisdiction (collectively, the “**Anti-Corruption Laws**”) and, to the knowledge of Agile, no such action has been taken by any of its representatives. Agile has conducted its businesses in compliance with Anti-Corruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith;
22. except as provided in this Agreement, Agile has not incurred any liability for brokers’ or finder’s fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
23. the corporate records of Agile are or will be on Closing complete and accurate in all material respects;
24. Agile is not a reporting issuer under Securities Laws or any other provincial statute and there is no published market for any class of the shares of Agile; and there has been no event, transaction or information that has come to the attention of Agile that has not been disclosed to Trilogy in writing that could reasonably be expected to constitute or result in a Material Adverse Change in respect of Agile; and

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SCHEDULE C
REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Each Vendor, on a several, and not joint or joint and several, basis, represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. such Vendor is the legal and beneficial owner of the Purchased Shares set forth opposite his, her or its name in Schedule A, free and clear of all Encumbrances;
2. such Vendor has the right, power, capacity and authority to enter into this Agreement and to sell the Purchased Shares as contemplated herein and this Agreement constitutes a legal, valid and binding obligation of such Vendor;
3. except for Trilogy's rights hereunder, to the knowledge of such Vendor, no Person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from such Vendor any of the Purchased Shares owned by such Vendor;
4. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly executed and delivered by such Vendor; and
5. no consent, approval, order or authorization of, or registration or declaration with, any Government Authority with jurisdiction over such Vendor are required to be obtained by such Vendor in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such Vendor from performing his, her or its obligations under this Agreement.

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SCHEDULE D
REPRESENTATIONS AND WARRANTIES OF TRILOGY

Trilogy represents, warrants and agrees as of the date hereof and at the Time of Closing (or at such time as may be specifically set out below) that:

1. Trilogy is a company duly continued, validly existing and in good standing under the laws of the Province of British Columbia, and has the corporate power and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own or lease its assets and to conduct its business as such business is now being conducted;
2. Trilogy is a “reporting issuer” in the provinces of British Columbia, Alberta, Nova Scotia and Ontario and is not in material default of its continuous disclosure obligations under the Securities Laws; none of the disclosure documents filed by Trilogy contain a misrepresentation (within the meaning of Securities Laws);
3. the Trilogy Shares are listed for trading on the Exchange and Trilogy is not in material default of any of the listing requirements of the Exchange;
4. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of Trilogy, and this Agreement constitutes a legal, valid and binding obligation of Trilogy;
5. the authorized share structure of Trilogy consists of an unlimited number of common shares, of which, 26,133,113 are issued and outstanding at the Effective Date as fully-paid and non-assessable common shares of the Trilogy; other than 12,000,000 Trilogy Warrants, no person has any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment for the acquisition of any Trilogy Shares or other securities of Trilogy; For greater certainty, due to the Financing, Trilogy makes no representation and warranty about the number of Trilogy Shares and Trilogy Warrants outstanding at the Time of Closing;
6. the rights, privileges, restrictions and conditions attached to the Trilogy Shares are as set out in Trilogy’s constating documents and under applicable corporate legislation;
7. Trilogy is in compliance with all applicable Laws, except where the failure to so comply would not, individually or in the aggregate, result in a Material Adverse Change;
8. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of Trilogy, or any agreement or instrument or statute or law to which Trilogy is a party or by which any assets of Trilogy are bound or any order, decree, statute, regulation, covenant or restriction applicable to Trilogy;
9. to the knowledge of Trilogy, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Trilogy) pending or threatened by or against Trilogy or affecting Trilogy’s assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and Trilogy is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

10. the books and records of Trilogy disclose all material financial transactions of Trilogy since its incorporation, and such transactions have in all material respects been fairly and accurately recorded;
11. there are no material liabilities of Trilogy whether direct, indirect, absolute, contingent or otherwise, which have not either been disclosed in writing to Agile as of the date hereof or recorded in the books and records of Trilogy; and
12. the Consideration Shares will upon issuances be validly issued as fully-paid and non-assessable Trilogy Shares.

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SCHEDULE E
BURGESS EMPLOYMENT AGREEMENT

See Attached.

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SCHEDULE F

DISCLOSURE SCHEDULE



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