

AGREEMENT TO PURCHASE SHARES

DATED the 16th day of August, 2020 (“Effective Date”).

BETWEEN:

Salu Design Group Inc. (dba Health Gauge), a company organized under the laws of the Province of Alberta with offices at Suite 860 CN Tower, 10004 - 104 Avenue NW, Edmonton, AB T5J 0K1 (the “Vendor”)

- and -

AIML Resources Inc. a British Columbia corporation with an office at 200, 82 Richmond Street East, Toronto, ON M5C 1P1 (the “Purchaser”)

Recitals:

- A. Concurrent with this Agreement, the Vendor has solicited and secured share purchase and option agreements in a quantity which is acceptable to the Purchaser, with the shareholders of record of the Salu Shares as defined below, to the terms of this Agreement.
- B. The Purchaser wishes to purchase and the Vendor wishes to secure the sale of such Salu Shares on the terms and conditions set forth in this Agreement.

NOW THEREFORE for and in consideration of the Purchase Price (as defined below), the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Vendor and Purchaser agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words or phrases have the following meanings throughout this Agreement:

- (a) “**AIML Shares**” means common shares of the Purchaser;
- (b) “**Applicable Law**” means all statutes, regulations, court orders, judgments, by-laws and other rules, determinations, decrees or orders of any government or public authority having jurisdiction in the circumstances;
- (c) “**Acquisition**” means this transaction in which the Purchaser buys the Shares from the Shareholders;
- (d) “**Business**” means the business of Salu Design Group Inc. (dba Health Gauge) and its intellectual property;
- (e) “**Closing Date**” means July 20, 2020, or such other date that the Purchaser notifies the Vendor in writing;
- (f) “**CSE**” or “**Exchange**” means the Canadian Securities Exchange.

- (g) **“Salu Shares”** means 19,254,619 of the issued and outstanding common shares of the Vendor (representing approximately 70% of the total issued and outstanding at the Closing Date);
- (h) **“Shareholders”** means the shareholders of record of the Salu Shares as set out in Appendix A to this Agreement;
- (i) **“Purchase Price”** means 3,000,000 AIML Shares at a deemed price of \$0.25 per share;
- (j) **“Additional Consideration”** means 7,000,000 common share purchase warrants of the Purchaser, exercisable subject to the performance requirements detailed in Paragraph 2.3;
- (k) **“Percentage Tendered”** means the aggregate percentage of the Salu Shares owned by the Shareholders which have been tendered for sale to the Purchaser by way of share purchase and option agreements;
- (l) **“Pro-rata Purchase Price”** means the Purchase Price multiplied by the Percentage Tendered;
- (m) **“TSXV”** means the Venture board of the Toronto Stock Exchange and includes the Canadian Securities Exchange.

1.2 Principles of Interpretation

Unless specifically stated otherwise, each word, phrase or provision of this Agreement is subject to the following principles of interpretation if and when the context requires:

- (a) **“Agreement”** means this agreement and all schedules and amendments to this agreement;
- (b) **“hereunder”, “herein” and “hereof”** refer to this Agreement;
- (c) **“Article”, “Schedule”, “Section”, “subsection”, “Clause”, “sub-clause”, “Paragraph” or “subparagraph”** mean the applicable Article, Schedule, Section, subsection, Clause, paragraph or subparagraph of this Agreement;
- (d) references to the singular or masculine or neuter will also or alternatively include the feminine and plural, and vice versa;
- (e) where a word or phrase is defined, its derivatives or other grammatical forms have a corresponding meaning;
- (f) where a word or phrase appears in quotations, parenthesis, or both, that word or phrase is deemed to be a defined word or phrase and gets its meaning from the words or phrases that immediately precede or follow that word or phrase;
- (g) **“Party” or “party”** means the applicable party to this Agreement and that party’s successors and permitted assigns; **“Parties” or “parties”** means all parties to this Agreement and their respective successors and permitted assigns;
- (h) the headings of this Agreement will not be used in interpreting this Agreement or the relationship of the parties, and are inserted for convenience only.

1.3 Currency

Unless stated otherwise, all references in this Agreement to currency or dollar amounts mean Canadian currency or dollar amounts, and all payments and receipts are to be made and recorded in Canadian currency.

1.4 Proper Law and Adjudicating Jurisdiction

This Agreement is to be interpreted and enforced in accordance with the laws of British Columbia and the federal laws of Canada. Each of the Parties irrevocably attorns to the jurisdiction of the courts of British Columbia for the interpretation and enforcement of this Agreement's provisions.

1.5 Waiver and Amendment

This Agreement may only be amended by further written agreement executed and delivered by the parties. No waiver or consent by a party of or to any breach or default by any other party will be effective unless evidenced in writing, executed and delivered by the party so waiving or consenting. No waiver or consent effectively given under this Paragraph will operate as a waiver of or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

1.6 Entirety of Agreement

This Agreement contains the entire agreement between the Parties with respect to its subject matter, and the parties confirm that there are no oral or other written agreements, undertakings, promises, conditions, representations or warranties respecting the subject matter of this Agreement.

1.7 Severability

Whenever possible, each provision of this Agreement is to be interpreted in a manner consistent with Applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement. Any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE 2 PURCHASE AND SALE

2.1 Sale and Conveyance

Subject to the terms and conditions of this Agreement, the Purchaser hereby agrees to purchase all of the Shareholders' right, title and interest in and to the Percentage Tendered of the Salu Shares for the Pro-rata Purchase Price, as of the Closing Date.

2.2 Payment of Pro-rata Purchase Price

The Purchaser shall pay the Pro-rata Purchase Price to the Shareholders on the Closing Date as follows:

- (a) the issuance of up to 3 million AIML Shares at a deemed price of \$0.25 per share, with the shares subject to the GREATER of the following restriction requirements:

EITHER

- i. up to 1 million AIML Shares (based upon the formula: 1,000,000 X Percentage Tendered) will be subject to a voluntary trade restriction until 9 months following the Closing Date, AND
- ii. up to 2 million AIML Shares (based upon the formula: 2,000,000 X Percentage Tendered) will be subject to a voluntary trade restriction until 12 months following the Closing Date.

OR

- i. Any trade restrictions imposed by the Exchange, in whole or in part.

2.3 Performance Requirements for Additional Consideration:

In addition to the Pro-rata Purchase Price, the Purchaser will issue to the Shareholders up to an additional 7,000,000 AIML common share performance or earn-out warrants which are exercisable into up to 7 million AIML common shares, free of cost, (based upon the formula: 7,000,000 X Percentage Tendered), exercisable on the following performance conditions:

- i. Up to 2 million AIML Shares (based upon the formula: 2,000,000 X Percentage Tendered), subject to the Vendor generating aggregate sales revenue within any six consecutive month period of \$600,000, within 2 years of the Closing Date; and
- ii. Up to 5 million AIML Shares (based upon the formula: 5,000,000 X Percentage Tendered) subject to the Vendor generating aggregate sales revenue within any six consecutive month period of \$1,200,000, within 3 years of the Closing Date.

The Vendor and its shareholders acknowledge that any securities issued to them in accordance with Article 2 of this Agreement will be issued under prospectus exemptions and may be subject to the applicable statutory hold period along with any escrow restrictions imposed by the Exchange or under Applicable Laws.

None of the AIML Shares proposed for issuance pursuant to the Acquisition have been or will be registered under the United States Securities Act of 1933, as amended, or under the securities laws of any state of the United States, and the Acquisition will be completed in reliance upon exemptions from U.S. federal and state registration requirements.

2.4 Funding Requirements

On or before Closing, AIML shall have \$420,000 available for the Vendor's business activities less any monies advanced following the Effective Date.

2.5 Advances of Capital

In accordance with TSXV policies, AIML shall advance \$25,000 to the Vendor upon execution of this Agreement.

Subject to compliance with the provisions of TSX Policy 5.2, AIML will use its best efforts to advance an additional \$200,000 within 30 days of TSX approval of such a capital advance.

2.6 Closing Conditions

In addition to the customary conditions set out in a typical purchase and sale agreement for an Acquisition of this type, the Closing is subject to the satisfaction or waiver of the following closing conditions:

- (a) Board approval and shareholders' approval (if necessary) of the Acquisition and other matters contemplated by this Agreement to be obtained by the Purchaser and Vendor, as applicable;
- (b) Any approval for change in control, as may be required pursuant to any material contract;
- (c) Completion of due diligence by the Parties;
- (d) All applicable regulatory approvals with respect to the Acquisition having been obtained, including but not limited to the approval of the TSXV and the British Columbia Securities Commission, as applicable;
- (e) All regulatory approvals or licenses required to conduct the business of the Vendor, as may be required;
- (f) Cancellation of the Vendor's then outstanding options, warrants and other convertible securities, if any;
- (g) Acknowledgement that the shareholders of the Vendor have been advised to seek independent legal advice;
- (h) The Purchaser's satisfactory review of the Vendor's current audited financial statements;
- (i) The Vendor's representations and warranties contained in Article 4 are current and valid as of the Closing Date; and
- (j) Executed share purchase and option agreements with a percentage of the Shareholders acceptable to the Purchaser.

2.7 Employment Agreements for Key Management

Contemporaneous with Closing, the Purchaser will engage each of Randy Duguay and Bruce Matichuk with no less than 24-month employment agreements providing for cash compensation of \$7,500 per month and granted stock options of the Purchaser, initially of 500,000 each, subject to TSXV approval.

The employment contracts will include a standard termination clause, addressing termination without cause terms. After the first year, the Purchaser's Board of Directors will undertake a performance review of the management team to address year 2 compensation and potential increase or changes of compensation relative to market, and overall business performance.

2.8 Intended Follow-on Financing Plan Post the Acquisition

The Purchaser will use its best efforts to fund an additional \$1.5 Million, at the rate of \$400,000 per 180 days, following completion of the Acquisition, by issuance of equity.

ARTICLE 3

OPTION TO PURCHASE

3.1 Exclusive Purchase Option

The Purchaser will have an exclusive option to acquire up to the remaining 30% of the common shares of the Vendor (based upon the formula: $27,506,598 \times 0.30 \times \text{Percentage Tendered}$) held by the Shareholders (the "**Option**") for a period of 36 months from the Closing Date (the "**Option Period**").

3.2 Option Terms

The consideration for the exercise of the Option will be a purchase consideration comprised of:

- (a) up to 10 million common shares of AIML from its treasury upon exercise of the option at the deemed price of \$0.25 per share (based upon the formula: 10,000,000 X Percentage Tendered); and
- (b) up to an additional 5 million AIML common share performance or earn-out warrants issuable to the Shareholders (based upon the formula: 5,000,000 X Percentage Tendered), which are exercisable into up to 5 million AIML common shares, free of cost, exercisable subject to the Vendor achieving aggregate sales revenue of not less than \$7.5 million within any consecutive 6-month period over the 2 years following closing of the exercise of the Option.

3.3 Automatic Trigger

Despite the terms set out in Paragraphs 3.1 and 3.2, if the Vendor achieves aggregate sales revenue of CAN\$9M during any consecutive 6-month period within the Option Period, the Option will automatically trigger such that the Purchaser acquires outstanding Vendor shares per Items 3.1 and 3.2, subject to compliance with requirements imposed by any and all regulatory bodies and stock exchange or trading platforms, with which AIML is obligated to comply.

The Vendor and its shareholders acknowledge that any securities issued to them in accordance with Article 3 of this Agreement will be issued under prospectus exemptions and may be subject to the applicable statutory hold period along with any escrow restrictions imposed by the Exchange or under applicable securities laws.

None of the AIML Shares proposed for issuance pursuant to the Acquisition have been or will be registered under the United States Securities Act of 1933, as amended, or under the securities laws of any state of the United States, and the Acquisition will be completed in reliance upon exemptions from U.S. federal and state registration requirements.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Vendor represents and warrants as follows and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the Acquisition.

4.2 Organization

The Vendor has been duly incorporated and organized and is validly subsisting, current in all filings, and in good standing under the laws of the Province of Alberta.

4.3 Corporate Capacity and Authority

The Vendor has full power, capacity and authority to conduct and carry on its Business, and all other operations and activities and to own, operate, hold, use and in all respects deal with its properties and assets.

4.4 Legal Conduct of Business

- (a) The Vendor conducts its Business and owns, operates, holds, uses and deals with its assets in compliance with all Applicable Laws is not in breach of same;
- (b) is duly licensed, registered and qualified to carry on its Business, and to own, operate, hold, use and deal with its assets in the manner it now does;
 - (i) all such licenses, registrations and qualifications are valid, subsisting and are in good standing and none of the same contains any burdensome term, provision, condition or limitation which has or may have an adverse effect on the operation of the Business; and
- (c) The Vendor will continue to conduct its Business in the normal course of operation until Closing.

4.5 No Agreements for Interests

No person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any membership interests or other securities in the capital of the Vendor.

4.6 Accuracy of Corporate Records

The books and records of the Vendor fairly and correctly set out and disclose in all material respects, in accordance with generally accepted accounting principles, the financial position of the Vendor as at the Effective Date and all material financial transactions of the Vendor have been accurately recorded in such books and records.

4.7 Completeness and Accuracy of Books and Records

The corporate records and minute books of the Vendor contain complete and accurate minutes of all meetings of the directors and shareholders of the Vendor held since its incorporation, all such meetings were duly called and held, the share certificate books, register of shareholders, register of transfers and register of directors of the Vendor are complete and accurate.

4.8 Payments and Filings

The Vendor has duly filed or delivered in a timely manner all material documents, notices, reports, assessments, payments and all other matters, including all tax and information returns required to be filed in respect of all taxes, customs, levies assessments, reassessments or governmental charges together with all interest, penalties and fines thereon (collectively, “**Charges**”) or withholdings of any nature whatsoever due to any federal, provincial, state, municipal, local or other governmental authority in all jurisdictions applicable to the Vendor and the Vendor has made adequate provision for such Charges in respect of all periods for which filing returns or payments are not yet required to be made.

4.9 No Agreements

The Vendor is not a party to any other outstanding agreements, contracts or commitments, whether written or oral of any nature or kind whatsoever, including (without limitation) agreements for or in the nature of:

- (a) leases or licenses;

- (b) loans, bonds, debentures, mortgages, other security interests, or agreements for the creation or issuance thereof except as disclosed to the Purchaser;
- (c) conditional sales contracts, hire-purchase agreements or any other title retention agreements;
- (d) employment, service or pension agreements with parties related to the Vendor or with anyone outside normal business operation; or
- (e) agreements for the guarantee, indemnification, assumption or endorsement of the obligations, liabilities, or indebtedness of any other person, firm or corporation other than express or implied warranties made to customers in the ordinary course of business.

4.10 No Default or Breach of Existing Agreements

The Vendor is:

- (a) not in default or breach of any contract or agreement, whether written or oral, to which it is a party;
- (b) there exists no state of facts which with the giving of notice, the lapse of time, or both would constitute such a default or breach of such agreements;
- (c) all such contracts and agreements are now in good standing;
- (d) no such agreement contains any burdensome term or provision;
- (e) and the Vendor is entitled to all the benefits under such contracts or agreements.

4.11 Assets of the Vendor

The only asset of the Vendor is the Business and cash. The Vendor is the legal and beneficial owner of such assets, free and clear of all charges, demands encumbrances or liens and other than has been disclosed, the Vendor does not own, maintain, operate or use any other assets.

4.12 Actions

There are no actions, suits or proceedings (whether or not purportedly on behalf of the Vendor), pending or threatened against or affecting the Vendor, at law or in equity, or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, and the Vendor is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

4.13 Legality of Agreement

The entering into of this Agreement and the transactions contemplated by this Agreement will not constitute a default, breach or violation of, or conflict with:

- (a) any provision of the constating documents or by laws of the Vendor or of any indenture or other agreement, written or oral, to which any of the Vendor is a party or by which it is bound; or
- (b) Applicable Laws.

4.14 Subsidiaries

The Vendor has no subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations.

4.15 Liabilities of the Vendor

There are no liabilities (contingent or otherwise) of the Vendor of any kind, and there is no basis for assertion against the Vendor of any liabilities of any kind, other than:

- (a) liabilities disclosed in writing to the Purchaser;
- (b) other liabilities disclosed in this Agreement.

4.16 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor that this Agreement constitutes a legal, valid and binding obligation of the Purchaser and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies are available only in the discretion of the Court.

The Purchaser's issued and outstanding shares will not exceed 25,000,000 common shares as at the Closing Date.

4.17 Survival of Representations and Warranties

Despite the completion of the transactions contemplated by this Agreement or any investigation made by or on behalf of any Party, the representations and warranties of the Vendor and the Purchaser contained in this Article 4 and the representations and warranties contained in any document or certificate given pursuant to this Agreement will survive the Closing and continue in full force and effect for a period of two (2) years. No claims with respect to the representations and warranties of the Vendor and the Purchaser contained in this Agreement or in any document or certificate given pursuant to this Agreement's provisions may be made unless notice in writing of such claim has been given by the Party making the claim to the other Party within two (2) years of the date of this Agreement.

4.18 Indemnification

Each Party (the "Indemnifying Party") hereby indemnifies and agrees to hold the other Party (the "Indemnified Party") harmless from and against all claims, demands, liabilities, losses, damages, costs, expenses (including legal, expert and other such expenses) fines and penalties which the Indemnified Party may incur, suffer, sustain or become subject to, as a result of or arising out of any breach by the Indemnifying Party of any representation, warranty, covenant or agreement contained in this Agreement.

ARTICLE 5 DELIVERY OF DOCUMENTS

5.1 Delivery of Documents

On the Closing Date the following are to be delivered

- (a) by the Purchaser to the Shareholders

- (i) certificates representing the 3,000,000 AIML Shares;
- (b) by the Purchaser to the Vendor
 - (i) Employment Agreements for Key Management as per Paragraph 2.7
- (c) by the Vendor to the Purchaser:
 - (i) certificates representing the Salu Shares duly endorsed for transfer to the Purchaser;
 - (ii) a certified resolution of the directors of the Vendor dated as of the Closing Date, approving the transfer of the Salu Shares to the Purchaser and directing that a new certificate representing the Salu Shares be issued in the name of the Purchaser; and,
 - (iii) a certificate of a senior officer of the Vendor certifying the accuracy of the Vendor's representations in Article 4.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 Further Assurances

The Parties shall from time to time and at all times hereafter, without further consideration, do and perform all such further acts and things, and execute and deliver all such further agreements, assurances, deeds, assignments, conveyance notices, releases and other documents and instruments, as may reasonably be required to more fully secure the sale and transfer of the Salu Shares in accordance with the provisions of this Agreement and otherwise to assure the carrying out of the intent and purpose of this Agreement

6.2 Time

Time is of the essence of this Agreement.

6.3 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and assigns. Further, this Agreement embodies the understanding of the Parties and supersedes all prior agreements or understandings with respect to the subject matter hereof.

6.4 Expenses

Each of the Parties agrees that, whether or not the Acquisition is consummated, each will pay its own and its representatives' fees and expenses, including any fee for advice or opinions incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and any other agreements, documents, opinions or evaluations contemplated hereby. Despite the foregoing, the Purchaser shall reimburse up to \$25,000 of the Vendor's out of pocket expenses on or before the Closing Date.

6.6 Board of Directors

Effective as at the Closing, the Purchaser's board of directors (the "**Board**") will be restructured, through resignations and appointments, so that on completion of the Acquisition, such that the Board will include

five (5) members, two (2) of which will be nominees of the Vendor and three (3) of which will be nominees of the Purchaser.

If, as and when the Purchaser exercises the Option, the Board will be made up of five (5) members, two (2) of which will be nominees of the Vendor, two (2) of which will be nominees of the Purchaser and the fifth member an independent member that may be invited for consideration and vetted by the Board (the "Independent Director"). The Independent Director must be an individual able to address the Purchaser's overall interests in any or all of the following areas: sector or professional experience; business strategy; marketing and business; investment, finance, legal and corporate governance.

6.7 Break Fees

If the Purchaser terminates this Agreement without cause, it shall pay the Vendor the sum of \$100,000. If the Vendor terminates this Agreement without cause, it shall pay the Purchaser the greater sum of either \$200,000 or \$100,000 plus the total funds advanced by the Purchaser to the Vendor prior to completion of this Agreement. The parties acknowledge these amounts are a genuine estimate of the costs and losses that would accrue to each party.

6.8 Due Diligence

Until Closing, each of the Parties shall notify the other of any significant development or material change relating to the Party promptly after becoming aware of any such development or change. Further, by signing this Agreement, each Party confirms that they are not aware of any significant previously undisclosed development or material change as of the Effective Date.

6.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which so signed, whether in original, or delivered electronically or by facsimile, will be deemed to be an original and bear the dates as set out above and all of which together will constitute one and the same instrument.

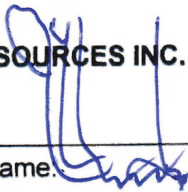
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

AIML RESOURCES INC.

Per:

Name:

Title:

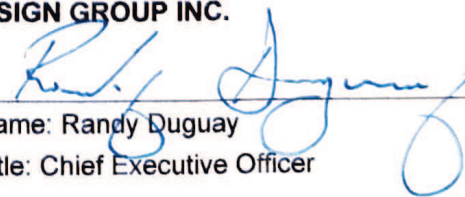

JOHN COOK
CEO

SALU DESIGN GROUP INC.

Per:

Name: Randy Duguay

Title: Chief Executive Officer



Appendix A

Salu Design Group Inc. Shareholders of Record as at 30-06-2020

<u>Shareholder</u>	<u>SDG Shares Owned</u>	<u>%</u>
Randy Duguay	9,800,000	35.63%
Bruce Matichuk	9,406,882	34.20%
Tim Antoniuk	338,000	1.23%
William Parker	338,000	1.23%
Mathew Moore	338,000	1.23%
Bernhard Martens	2,661,264	9.68%
Kimberley Burghardt	2,016,107	7.33%
Perry Kinkaide	978,014	3.56%
Deon Louw	838,604	3.05%
Residence Developments Inc.	332,658	1.21%
Kim Nguyen	66,532	0.24%
Wojtek Wojcicki	232,861	0.85%
Douglas Peterson	159,676	0.58%
TOTAL	27,506,598	100%