



CSE – AIML
OTCQB - AIMLF

BINDING LETTER AGREEMENT

June 22, 2021

Tech2Heal
231, rue Saint Honoré
75001 Paris, France

Attention: Fabrice Pakin, Founder and CEO

Dear Fabrice:

Re: **PROPOSED SHARE AND RIGHTS ACQUISITION**

This letter (the “**Agreement**”) sets out the principal terms and conditions on and subject to which AI/ML Innovations Inc. (“**AIML**”), a Canadian, publicly-traded corporation, is willing to enter into arrangements with Tech2Heal, a French corporation commonly referred to as an “IP Box” (“**T2H**”) for the acquisition of: 1. treasury share capital of T2H; and, 2. certain exclusive territorial commercial rights to T2H’s products (derived from T2H’s Intellectual Property) and Brands, by way of AIML’s wholly-owned subsidiary, AI Rx (“**AIRX**”), subject to the agreement and signing by the parties of a formal share acquisition agreement (the “**Definitive Agreement**”) amongst other terms and conditions. AIML, T2H and AIRX are hereinafter collectively referred to as the “**Parties**”, as applicable, and individually as a “**Party**”.

1. Acquisition and Strategic Alliance

1.1 AIML will acquire from T2H, a total of 22.22% of the common share equity of T2H, at a pre-funding valuation of T2H of €7 million (the “**Acquisition**”), subject to certain payment schedules, and terms and conditions defined elsewhere in this Agreement.

1.2 Additionally, AIML will acquire from T2H, a 100% interest in the exclusive territorial rights to Canada, The United States of America, The United Mexican States, and any territories, protectorates, provinces, and colonies thereof (collectively, “**North America**”, or “**NA**”) for the exclusive commercial use of all Products (derived from T2H’s Intellectual Properties, Patents, and Technologies), Brands, and Trademarks owned by T2H, including, but not limited to Qookka and Alakin (whether developed or acquired) (collectively, the “**Rights**”), in perpetuity (the “**Strategic Alliance**”) subject to certain terms and conditions

defined elsewhere in this Agreement. For further clarity, it is understood and agreed that the Intellectual Properties, Patents, and Technologies remain the sole property of T2H.

1.3 The Parties agree that the final structure of the Acquisition and Strategic Alliance will be subject to the mutual agreement of the Parties, acting reasonably, and to their receipt of final tax, corporate, securities law and financial advice. For further clarity, it is understood and agreed that the Acquisition will be subject to and in accordance with French law.

2. Consideration

2.1 In consideration for the Acquisition, at closing of the Definitive Agreement, AIML will advance €750,000 of working capital to T2H for the advancement of T2H's agreed upon business development plans, in return for 8.334% of T2H's common share capital.

2.2 In addition to consideration defined in Section 2.1 of this Agreement, AIML will advance an additional €1,250,000 of working capital to T2H for the advancement of T2H's agreed upon business development plans, as per the following schedule:

2.2.1 €250,000 on the 6-month anniversary of the closing of the Definitive Agreement, in return for 2.776% of T2H's common share capital.

2.2.2 €500,000 on the 12-month anniversary of the closing of the Definitive Agreement, in return for 5.555% of T2H's common share capital.

2.2.3 €500,000 on the 18-month anniversary of the closing of the Definitive Agreement, in return for 5.555% of T2H's common share capital.

2.3 In consideration for the Strategic Alliance, at closing of the Definitive Agreement, AIML will issue to T2H, a total of 1,500,000 common shares in the capital of AIML at a deemed value of CDN\$0.80 per AIML share (the "**Alliance Shares**").

2.3.1 The Alliance Shares will be subject to a voluntary trade restriction until 12 months following the acceptance of all requisite regulatory approvals.

2.3.2 T2H acknowledge that any securities issued to them will be issued under prospectus exemptions and may be subject to the applicable statutory hold period along with any escrow restrictions imposed by the Stock Exchange or under applicable securities laws that may be in excess of the voluntary trade restriction as set out in Section 2.3.1.

None of the Alliance Shares proposed for issuance pursuant to the Strategic Alliance 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.

3. Acquisition and Strategic Alliance Terms

3.1 At closing of the Definitive Agreement AIML shall be entitled to One (1) permanent seat on the Board of Directors of T2H.

3.2 At closing of the Definitive Agreement, AIML shall be granted a 75-day Right of First Refusal regarding any proposed sale of equity from the treasury of T2H, or the issuance of convertible debt by T2H.

3.3 Fabrice Pakin will be granted a permanent seat on the Board of Directors of AIRX.

3.4 AIRX will use its best efforts, capital, and market awareness to promote, develop and service the sales of the Rights throughout the NA market on an ongoing basis.

3.5 The initial ownership of AIRX will be 70% AIML and 30% T2H with the usual rights and obligations afforded an equity holder.

3.6 At closing of the Definitive Agreement, T2H shall be granted a 75-day Right of First Refusal regarding any proposed sale of equity from the treasury of AIRX, or the issuance of convertible debt by AIRX.

4. **Due Diligence**

4.1 In addition to other customary conditions and other conditions agreed to by the Parties, the Acquisition and Strategic Alliance will be subject to:

- 4.1.1 the completion of all legal, business, financial and technical due diligence of T2H to the satisfaction of AIML;
- 4.1.2 the timely receipt by AIML of all operational, technical, legal, commercial and properties documentation, material contracts and/or financial data as may be reasonably requested from T2H (the “**Due Diligence Materials**”); and,
- 4.1.3 receipt of all required consents and approvals as may be necessary to complete the Acquisition and Strategic Alliance and other matters contemplated hereby by June 30, 2021.

4.2 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.

5. **Definitive Agreement**

5.1 The Parties intend to enter into a comprehensive agreement for a transaction of this type on or before June 30, 2021. The Definitive Agreement will be based substantially on the terms and conditions set forth in this Agreement, to contain, amongst other things, full representations and warranties. This Agreement will be replaced or superseded by the Definitive Agreement, to which shareholders holding a majority of the outstanding shares of T2H will become a party, either directly or by providing a voting support agreement if a T2H shareholder meeting is required.

5.2 The Parties agree to cooperate with each other in good faith in connection with the preparation and negotiation of the Definitive Agreement and all related documents, in the obtaining of all necessary consents and regulatory approvals and in complying with all

regulatory requirements, including, but not limited to all applicable corporate and securities laws.

5.3 T2H will prepare all audited financial statements in accordance with IFRS Standards only if deemed necessary by AIML.

5.4 This Agreement is subject to break fees, such that if AIML terminates this Agreement without cause, it shall pay to T2H the sum of \$200,000. If T2H terminates this Agreement without cause, it shall pay to AIML the sum of \$200,000. The parties acknowledge these amounts are a genuine estimate of the costs and losses that would accrue to each party.

6. Closing Conditions

6.1 In addition to the customary conditions set out in a typical purchase and sale agreement 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 under securities law) of the Acquisition and Strategic Alliance and other matters contemplated by this Agreement to be obtained by AIML, as applicable;
- (b) Any approval for change in control, as may be required pursuant to any material contract;
- (c) Completion of due diligence by AIML;
- (d) All applicable regulatory approvals with respect to the Acquisition and Strategic Alliance having been obtained, including but not limited to the approval of the CSE and the British Columbia Securities Commission, as applicable;
- (e) All regulatory approvals or licenses required to conduct the business of T2H, as may be required;
- (f) The signing of the Definitive Agreement;
- (g) A formal valuation of T2H if required by a securities regulator;
- (h) Cancellation of T2H's then outstanding options, and warrants, if any; and
- (i) A comprehensive list of assets, contracts, liabilities, and IP of T2H, with written warranties by T2H of its sole ownership (free of any encumbrances, ownership, obligations, right of usage, and/or royalties of any other party) of same.

7. Closing Date

7.1 Subject to any necessary applicable regulatory approval, the Closing is to be completed on or before the date (the "**Closing Date**") that is later of:

- (a) Within five (5) business days, or as soon as practicable, following the satisfactory completion of the conditions and matters contemplated by this Agreement; and
- (b) June 30, 2021 or such other date as agreed upon between the Parties, acting reasonably.

The Parties will use all reasonable efforts to cause the Closing to occur as soon as practicable. Time is of the essence.

8. Confidentiality

8.1 Each Party undertakes that it shall not at any time after the date of this Agreement disclose to any person any confidential information concerning the business strategies, technologies, intellectual properties, or other information that may put the other Party at a competitive disadvantage in the marketplace, except as permitted by paragraph 8.2.

8.2 Each Party may disclose the other Party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of the evaluation of the Acquisition and the negotiation of the Definitive Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this paragraph 8; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No Party shall use the other party's confidential information for any purpose other than the evaluation of the Acquisition and the negotiation of the Definitive Agreement.

Notwithstanding the terms of Section 8 of this Agreement, T2H acknowledges that AIML is a publicly listed company with reporting requirements regarding material corporate events. To this end, AIML will be required to publicly disclose in a timely manner, the terms of this Agreement, and a general description of T2H's technologies, operating history, management personnel, key contracts and other information which may be considered material.

9. Non-Solicitation of Employees and Customers

9.1 Neither Party shall, for a period of 12 months from the date of this Agreement, (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away):

- (a) from the employment of that party, any employee of the other party who is employed or engaged in any services which are relevant to the Acquisition; or
- (b) any customer of the other party who is in receipt of any services which are relevant to the Acquisition.

9.2 A Party will not be in breach of paragraph 9.1(a) or paragraph 9.1(b) as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff or the customers of the other party.

10. Conduct of Business

10.1 Except as contemplated in this Agreement, each of the Parties shall continue to conduct their business and affairs in the ordinary and normal course and agree not to enter into or terminate any material contracts or transactions or to incur any liabilities, other than in the ordinary course, with respect to their respective businesses, without first obtaining the prior written consents of all parties.

10.2 From the date of this Agreement, to the later of June 30, 2021 or until the Definitive Agreement is signed, T2H shall not, directly or indirectly, initiate, discuss or negotiate with any other corporation, firm or person, or entertain, solicit or consider any inquiries or proposals relating to any possible business combination, disposition of all or substantially all of its' assets, or shares or other equity interests or furnish to any such entity or person any information in connection therewith.

11. Expenses

11.1 Each of the Parties agrees that, whether or not the Acquisition and Strategic Alliance 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, including the Definitive Agreement.

12. Further Assurances

12.1 Subject to the provisions of this Agreement, each party shall do all such things and execute and deliver all such further documents and instruments as any other party may reasonably require to give effect to and implement this Agreement and the transactions contemplated hereunder, all in accordance with their true intent and shall act in good faith in negotiation of the documentation to complete the transactions contemplated hereby.

13. Assignment

13.1 Except as expressly contemplated herein, the rights and obligations of the Parties under this Letter Agreement are not assignable without the prior written consent of the other Party, which consent may not be unreasonably withheld. All rights and obligations of the Parties will be binding upon and enure to the benefit of and be enforceable by each of the Parties and their respective successors and permitted assigns.

14. Termination

14.1 This Letter Agreement will terminate on either: (i) the execution of the Definitive Agreement by the Parties; or (ii) by mutual agreement of the Parties; or (iii) the failure of a Party to comply with the Closing Conditions from Section 6 of this Letter Agreement. Upon

termination of this Agreement, and if the Parties hereto fail to sign a Definitive Agreement, then all Due Diligence Materials received by either Party must be forthwith returned to the respective Party or promptly destroyed at the Party's request.

15. Governing Law

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

16. Entire Letter Agreement

16.1 This Agreement embodies the understanding of the Parties and supersedes all prior agreements or understandings with respect to the subject matter hereof.

17. Binding Effect

It is understood that this Agreement is intended to create binding legal obligations and liabilities against the Parties. If a Party is found to be acting in bad faith, that Party will be subject to the penalties set forth in Section 5.4 of this Letter Agreement and other civil penalties as afforded by law.

18. Time is of Essence

18.1 Time is of essence of this Letter Agreement.

19. Delivery by Email or Fax

19.1 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.

THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK

If this Letter Agreement accurately reflects the intentions of T2H, please so indicate by executing and returning a copy of this Agreement to the undersigned no later than 5:00 pm Pacific Standard Time on June 25, 2021. If AIML does not receive a copy of this Agreement signed on behalf of T2H by such time, this Agreement shall be deemed null and void and of no further effect.

Yours truly,

AI/ML Innovations Inc.

Per: _____

Name: Tim Daniels

Title: Executive Chairman

Accepted and agreed to this ____ day of June, 2021

Tech2Heal

Per: _____

Name: Fabrice Pakin

Title: Founder and CEO