

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made effective as of February 3, 2025 (the “**Effective Date**”).

AMONG:

ONCO-INNOVATIONS LIMITED, a company existing under the laws of the Province of British Columbia, having its registered office at Suite 2300 – 550 Burrard Street, Vancouver, BC V6C 2B5

(“**ONCO**”)

AND:

INKA HEALTH CORP., a company existing under the laws of the Province of Ontario, having its head office at 7th Floor, Suite W754 - 108 College St, Toronto, ON M5G 0C6

(“**INKA**”)

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 ONCO, and ONCO 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) “**Anti-Corruption Laws**” has the meaning assigned to that term in paragraph 23 of Schedule B;
- (d) “**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;

- (e) “**Assets**” means all of the property, assets, and rights of INKA;
- (f) “**Books and Records**” means all books and records of INKA relating to the Business;
- (g) “**Business**” means the business of INKA as it is currently conducted, namely, pursuing artificial intelligence applications to health care, based in Ontario;
- (h) “**Business Day**” means any day, except Saturdays and Sundays, on which banks are generally open for business in Vancouver, Canada;
- (i) “**Closing**” has the meaning assigned to that term in Section 8.1;
- (j) “**Closing Date**” has the meaning assigned to that term in Section 8.1;
- (k) “**Consideration Shares**” has the meaning assigned to that term in Section 2.1.
- (l) “**Contract**” means any agreement, understanding, undertaking, commitment, licence or lease, whether written or oral;
- (m) “**Effective Date**” has the meaning ascribed to that term on the first page hereof;
- (n) “**Encumbrances**” means any mortgage, charge, pledge, security interest, lien, encumbrance, adverse claim or any other matter capable of registration against title;
- (o) “**Exchange**” or “**CSE**” means the Canadian Securities Exchange;
- (p) “**Exemptions**” has the meaning ascribed thereto in Section 3.3 of this Agreement;
- (q) “**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;
- (r) “**INKA**” has the meaning assigned to that term on the face page of this Agreement;
- (s) “**INKA Shares**” means all of the outstanding common shares in the authorized share capital of INKA;
- (t) “**Interim Period**” means the period from Effective Date to the Time of Closing;
- (u) “**ITA**” means the *Income Tax Act* (Canada);
- (v) “**Liabilities**” means all liabilities of INKA;
- (w) “**Lock-Up Restrictions**” has the meaning ascribed thereto in Section 2.3 of this Agreement;
- (x) “**Material Adverse Change**” means, in respect of INKA or ONCO, 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 INKA or ONCO, 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 INKA or ONCO compared to other companies of similar size operating in the same industry;

- (y) **“Material Contracts”** means all Contracts or other obligations or rights (and all amendments, modifications and supplements thereto to which any Party is a party affecting the obligations of any party thereunder) to which a Party is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of a Party taken as a whole, or which relate to indebtedness of a Party;
- (z) **“ONCO”** has the meaning assigned to that term on the face page of this Agreement;
- (aa) **“ONCO Shares”** means the common shares in the authorized share structure of ONCO;
- (bb) **“Parties”** means, together, ONCO, INKA 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 Class A shares without par value and Class B shares without par value in the authorized share structure of INKA as set out in Schedule A attached hereto;
- (ee) **“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;
- (ff) **“Securities Commissions”** means, collectively, the Alberta Securities Commission, the British Columbia Securities Commission, the Manitoba Securities Commission and the Ontario Securities Commission;
- (gg) **“Securities Laws”** means the securities legislation of the provinces of Alberta, British Columbia, Manitoba, and Ontario 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;
- (hh) **“Shareholders’ Agreement”** means the shareholder agreement dated December 8, 2023 among the Vendors and Winson Cheung;
- (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) **“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;
- (kk) **“Time of Closing”** has the meaning assigned to that term in Section 8.1; and
- (ll) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

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 INKA
C	Representations and Warranties of the Vendors
D	Representations and Warranties of ONCO
E	Table of Assets and Liabilities

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 ONCO free and clear of all Encumbrances and ONCO agrees to purchase all of the Purchased Shares in consideration for (i) the issuance of 1,775,147 ONCO Shares, being equal to \$3,000,000 at a price per ONCO Share of \$1.69, to the Vendors on a *pro rata* basis as set out in Schedule A (the **“Consideration Shares”**); and (ii) the payment to each Vendor of \$100.
- 2.2 On Closing, ONCO shall deliver to each Vendor \$100, and shall deliver to ONCO’s transfer agent a treasury order which directs the transfer agent to issue the Consideration Shares to (or as directed by) the Vendors on the schedule as set forth in the table in Section 2.3 below..
- 2.3 The Vendors agree and acknowledge that the Consideration Shares will be subject to lock-up restrictions in accordance with the terms of this Agreement (the **“Lock-Up Restrictions”**), and the Vendors agree not to, directly or indirectly, offer, sell, contract to sell, grant any option to purchase or otherwise dispose of, or transfer any Consideration Shares for a period of thirty-six (36) months starting from the Closing Date until released from Lock-Up Restrictions in accordance with the following release schedule, and furthermore the Vendors agree that the Consideration Shares will be issued on the following schedule as a means of enforcing the Lock-Up Restrictions

Issue / Release Date	Percentage of Consideration Shares Released from Lock-Up Restrictions
4 months following Closing Date	10%

6 months following Closing Date	15%
12 months following Closing Date	15%
18 months following Closing Date	15%
24 months following Closing Date	15%
30 months following Closing Date	15%
36 months following Closing Date	15%

3. Covenants, Agreements and Acknowledgements

- 3.1 During the Interim Period, none of the Vendors nor INKA 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 ONCO and its designated and authorized representatives, concerning any sale, transfer or assignment of the Purchased Shares, any portion of the Business or the Assets. The Vendors and INKA shall notify ONCO 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.
- 3.2 Without in any way limiting any other obligations of INKA hereunder, but subject to Section 3.1, during the Interim Period:
- (a) INKA shall conduct the Business and the operations and affairs of INKA only in the ordinary course, and, without limiting the generality of the foregoing, INKA 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 INKA does not carry on the Business at the date hereof; and
 - (viii) not make any change to its governing documents;
- (b) INKA 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 ONCO;
- (c) INKA shall use commercially reasonable efforts to preserve intact the Business, the Assets and the operations and affairs of INKA and to carry on the Business and the affairs of INKA as currently conducted;
- (d) INKA shall pay and discharge its liabilities in the ordinary course in accordance and consistent with the previous practice of INKA, except those contested in good faith by INKA;
- (e) INKA 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 ONCO and to cause all necessary meetings of directors of INKA to be held for that purpose;
- (f) INKA shall periodically report to ONCO as it may reasonably request concerning the state of INKA, the Business and the Assets; and
- (g) INKA shall use commercially reasonable efforts to satisfy the conditions contained in Section 4.1 and Section 4.3.

3.3 The Vendors hereby acknowledge and agree with ONCO 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 ONCO is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by ONCO;
 - (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 are 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.

3.4 The Vendors acknowledge that ONCO does not assume and shall not be liable for any Taxes under the ITA or any other Taxes whatsoever which may be or become payable by the Vendors including, without limiting the generality of the foregoing, any Taxes resulting from or arising as

a consequence of the sale by the Vendors to ONCO of the Purchased Shares herein contemplated.

- 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 are 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 ONCO and INKA. Such information is being collected by ONCO and INKA 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 ONCO and INKA 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 ONCO and INKA and the legal counsel and other advisors of ONCO and INKA; (ii) ONCO and INKA'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, including 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 ONCO;
 - (d) to consider the eligibility of ONCO to continue to list on the Exchange;
 - (e) to provide disclosure to market participants as to the security holdings of ONCO'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 ONCO;
 - (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.
- 3.9 ONCO acknowledges and agrees that any Vendor may direct, by written notice delivered to ONCO, that all or any portion of the Consideration Shares to which it is entitled be instead be delivered to another person as designated by the Vendor in its written notice. Each Vendor acknowledges and agrees that it shall deliver all documents or confirmations as ONCO may request in order to issue the Consideration Shares as directed by the Vendor.
- 3.10 ONCO will settle the outstanding shareholder loans to Alind Gupta for \$13,012.87, Winston Cheung for \$12,906.86, and Paul Arora for \$19,872.15, with the first payments coming as soon as practical, authorizing partial payments of \$12,000 to Paul Arora, \$3,000 to Alind Gupta, and \$3,000 to Winson Cheung. The balance to each of the aforementioned shareholders will be paid when the forthcoming payment from AstraZeneca clears in Inka's bank account.

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 ONCO'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 INKA 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 INKA 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) INKA and the Vendors will have delivered to ONCO the documents required to be delivered by them pursuant to Section 8.2;
 - (d) resolutions of the directors of INKA authorizing the transfer of the Purchased Shares to the Vendor; and
 - (e) there will have been no Material Adverse Change in respect of INKA.

The conditions precedent set forth above are for the exclusive benefit of ONCO 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 ONCO 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 ONCO to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with;
- (c) on Closing, ONCO will have delivered to INKA the documents required to be delivered by it pursuant to Section 8.3; and
- (d) resolutions of the directors of ONCO authorizing the Acquisition.

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 INKA

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

6. Representations and Warranties of the Vendors

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

7. Representations and Warranties of ONCO

- 7.1 In order to induce INKA and the Vendors to enter into this Agreement and complete their respective obligations hereunder and thereunder, ONCO makes the representations and warranties to INKA 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 second 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 INKA shall deliver to ONCO the following Closing documents:
 - (a) a resignation and mutual release executed by each of the directors and officers of INKA, in form and substance satisfactory to the Vendors and ONCO, each acting reasonably (each, a "**Resignation and Release**");
 - (b) a termination agreement terminating the Shareholders' Agreement executed by each of the Vendors and Winson Cheung;
 - (c) a termination and mutual release in respect of shareholder loans executed by each of the Vendors;
 - (d) 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 ONCO to complete the transactions provided for in this Agreement, duly executed by the relevant Vendor;

- (e) the certificates representing the Purchased Shares, duly endorsed for transfer in favour of ONCO;
- (f) if required by the Exchange, a fully completed and properly executed personal information form in the form required by the Exchange in respect of each of the Vendors;
- (g) a certificate of an officer of INKA certifying that: (i) all of the representations and warranties of INKA set out in Schedule B are true and correct in all material respects as of Closing; and (ii) all of the covenants of INKA set out herein have been performed; and
- (h) an opinion of counsel as to: (i) the corporate existence and good standing of INKA; and (ii) the authorized and outstanding share capital of INKA.

8.3 At the Time of Closing on the Closing Date, ONCO shall deliver to INKA 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; and
- (b) a certificate of an officer of ONCO certifying that (i) all of ONCO's representations and warranties set out in Schedule D are true and correct in all material respects as of Closing, (ii) all of ONCO's covenants set out herein have been performed, and (iii) all of the conditions for the benefit of ONCO have been complied with or waived.

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 ONCO 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 ONCO and INKA;
- (b) by ONCO if there is a Material Adverse Change relating to INKA;
- (c) by either ONCO or the Vendors if the Closing shall not have been consummated on or prior to February 28, 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(c) 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;
- (d) by ONCO, if there has been a material breach by INKA 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 INKA or the Vendors, as the case may be, fails to cure within ten (10) Business Days after written notice thereof is given by ONCO;

- (e) by INKA and the Vendors if there has been a material breach by ONCO 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 ONCO fails to cure within ten (10) Business Days after written notice thereof is given by INKA and the Vendors; or
- (f) 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 10.1.

10. General

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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 ONCO:

ONCO-Innovations Limited

████████████████████

[REDACTED]
Attention: [REDACTED]

Email: [REDACTED]

[Redacted: Contact Information]

To INKA:

INKA Health Corp.
[REDACTED]
[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

[Redacted: Contact Information]

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.

- 10.7 This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- 10.8 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.
- 10.9 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".
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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.

10.14 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.

ONCO-INNOVATIONS LIMITED.

Per: */s/ Thomas O'Shaughnessy*

Authorized Signatory

INKA HEALTH CORP.

Per: */s/ Paul Arora*

Authorized Signatory

THE VENDORS:

PAUL ARORA HOLDING CORPORATION

Per: */s/ Paul Arora*

Authorized Signatory

15619092 CANADA INC.

Per: */s/ Alind Gupta*

Authorized Signatory

SCHEDULE A

VENDORS, PURCHASED SHARES AND CONSIDERATION SHARES

Vendor	Address	Number of Purchased Shares owned by Vendor	Percentage of ownership of INKA	Number of Consideration Shares to be received by Vendor
Paul Arora Holding Corporation	[Redacted]	3,805,620 Class A shares without par value	38.06%	675,553
15619092 Canada inc.	[Redacted]	2,144,380 Class A shares without par value	21.44%	380,659
Paul Arora Holding Corporation	[Redacted]	950,883 Class B shares without par value	9.51%	168,796
15619092 Canada inc.	[Redacted]	3,099,117 Class B shares without par value	30.99%	550,139
Total		10,000,000	100%	1,775,147

[Redacted: Addresses]

SCHEDULE B
REPRESENTATIONS AND WARRANTIES OF INKA

INKA 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. INKA is a company duly incorporated, validly existing and in good standing under the laws of the Province of Ontario, 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. INKA 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 INKA 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 INKA, and this Agreement constitutes a legal, valid and binding obligation of INKA;
4. the authorized capital of INKA consists solely of an unlimited number of Class A shares without par value and an unlimited number of Class B shares without par value , of which and of which there are issued and outstanding 5,950,000 Class A shares and 4,050,000 Class B shares; such Class A shares and Class B shares are the only securities in the authorized capital of INKA issued and outstanding, , and are validly issued, fully paid and non assessable and for the avoidance of doubt, there are no shareholders of INKA other than those listed in Schedule "A" to the Agreement;
5. the rights, privileges, restrictions and conditions attached to the INKA Shares are as set out in the constating documents of INKA and under applicable corporate legislation;
6. there are no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which INKA 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 INKA, the INKA Shares are not subject to the terms of any shareholder or voting trust agreement;
7. INKA 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. INKA 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 INKA by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of INKA;
10. the Assets are owned by INKA free and clear of all Encumbrances, and INKA is not aware of any adverse claim or claims which may affect its ownership of the Assets;
11. all of the Assets, Liabilities and Material Contracts of INKA are listed in Schedule E to this Agreement;

12. 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 INKA, or any agreement or instrument or statute or laws to which INKA is a Party or by which the Assets are bound or any order, decree, statute, regulation, covenant or restriction applicable to INKA;
13. to the knowledge of INKA, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of INKA) pending or threatened by or against INKA 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 INKA, there are no existing grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
14. INKA 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 INKA does not have any unfunded or unpaid liability in respect of such plan;
15. INKA does not own, have any interest in, and is not a party to or bound by or subject to any agreement, contract or commitment, or any option to purchase, any real or immovable property;
16. INKA does not own or lease any assets or property;
17. no property or asset of INKA 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 INKA, is there any intent or proposal to give such notice or to commence such proceeding;
18. the Books and Records disclose all material financial transactions of INKA since its incorporation, and such transactions have been fairly and accurately recorded;
19. as of the date hereof (except as disclosed in writing to ONCO), and at the Time of Closing (except as disclosed in the Books and Records):
 - (a) INKA 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 INKA is indebted or under obligation to INKA on any account whatsoever; and
 - (c) INKA 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;
20. there are no material liabilities of INKA whether direct, indirect, absolute, contingent or otherwise, which have not either been disclosed in writing to ONCO as of the date hereof or recorded in the Books and Records of INKA;
21. except as disclosed in this Agreement, since incorporation INKA 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;
22. INKA has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those disclosed in writing to ONCO 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;
 23. INKA has not taken, directly or indirectly any action which would cause INKA 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 INKA, no such action has been taken by any of its representatives. INKA 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;
 24. except as provided in this Agreement, INKA 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;
 25. the corporate records of INKA are or will be on Closing complete and accurate in all material respects and the minute books made available to ONCO and its advisors on February 1, 2025 at the following link are complete and accurate in all material respects: <https://www.dropbox.com/scl/fo/qw2458t7ys2eslo18r2rk/AAaKoHCuM9FoLJAJz4DUv0o?rlkey=p3odhmcewc3cq6uhq0tyzcwdt&e=1&st=xsu54guw&dl=0>.
 26. INKA 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 INKA;
 27. to the knowledge of INKA, neither this Agreement or any other contract, agreement, instrument, certificate or other document required to be delivered by or otherwise to be delivered pursuant to this Agreement by INKA nor any certificate, report, statement or other document furnished by INKA in connection with the negotiation of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading; and
 28. there has been no event, transaction or information that has come to the attention of INKA that has not been disclosed to ONCO in writing that could reasonably be expected to constitute or result in a Material Adverse Change in respect of INKA.

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 ONCO's rights hereunder, and its right to re-direct the delivery of the Consideration Shares as set forth in Section 3.9 of the Agreement, 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;
5. the authorized capital of INKA consists solely of an unlimited number of Class A shares without par value and an unlimited number of Class B shares without par value, of which and of which there are issued and outstanding 5,950,000 Class A shares and 4,050,000 Class B shares; such Class A shares and Class B shares are the only securities in the authorized capital of INKA issued and outstanding, and are validly issued, fully paid and non assessable and for the avoidance of doubt, there are no shareholders of INKA other than those listed in Schedule "A" to the Agreement;
6. the corporate records of INKA are or will be on Closing complete and accurate in all material respects and the minute books made available to ONCO and its advisors on February 1, 2025 at the following link are complete and accurate in all material respects: <https://www.dropbox.com/scl/fo/qw2458t7ys2eslo18r2rk/AAaKoHCuM9FoLJAJz4DUv0o?rlkey=p3odhmcewc3cq6uhq0tyzcwdt&e=1&st=xsu54guw&dl=0>.
7. 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; and

8. Such Vendor hereby agrees that the shareholders' agreement of INKA dated December 8, 2023 terminated and ceased to be of any force or effect immediately prior to the execution of this Agreement.

[The remainder of this page is intentionally left blank]

SCHEDULE D
REPRESENTATIONS AND WARRANTIES OF ONCO

ONCO represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. ONCO 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. ONCO is a “reporting issuer” in the provinces of Alberta, British Columbia, Manitoba and Ontario and is not in material default of its continuous disclosure obligations under the Securities Laws;
3. the ONCO Shares are listed for trading on the Exchange and ONCO 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 ONCO, and this Agreement constitutes a legal, valid and binding obligation of ONCO;
5. the authorized share structure of ONCO consists of an unlimited number of common shares without par value;
6. the rights, privileges, restrictions and conditions attached to the ONCO Shares are as set out in ONCO’s constating documents and under applicable corporate legislation;
7. each of ONCO and its subsidiaries are 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 Effect;
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 ONCO, or any agreement or instrument or statute or law to which ONCO is a party or by which any assets of ONCO are bound or any order, decree, statute, regulation, covenant or restriction applicable to ONCO; and
9. to the knowledge of ONCO, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of ONCO) pending or threatened by or against ONCO or affecting ONCO’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 ONCO is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

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**SCHEDULE E
TABLE OF ASSETS AND LIABILITIES**

[Redacted: Commercially sensitive financial information]

[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
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