

SHARE PURCHASE AGREEMENT

DATED as of May 29, 2020

BETWEEN:

GLOBAL CARE CAPITAL INC., a company existing under the laws of British Columbia, having its registered address at 789 West Pender Street, Suite 810 Vancouver BC V6C 1H2 (“**HLTH**”)

AND:

HIGH STANDARD HEALTH CARE LTD., a company existing under the laws of British Columbia, having its registered address at 595 Howe St. 10th Floor, Vancouver, BC V6C 2T5 (the “**Target**”)

AND:

0896323 B.C. LTD., a company existing under the laws of British Columbia, having its registered address at 3123 – 595 Burrard Street, BC V7X 1J1 (“**6323**”)

AND:

JORDAN CROCKETT, an individual residing at 452 East 4th Street North Vancouver V7L 1J5 (“**Crockett**”)

AND:

ADSCITITIOUS CAPITAL LTD., a company existing under the laws of British Columbia, having an address at 885 West Georgia Street, Suite 800, Vancouver BC V6C 3H1 (the “**Adscititious**”)

AND:

1917478 ONTARIO CORP., a company existing under the laws of Ontario, having its registered address at 65 Queen Street W., Suite 900, Toronto, ON M5H 2M5 (“**7478**”)

AND:

MARCHFIELD EQUITY HOLDINGS INC., a company existing under the laws of Barbados, having its registered address at The Briers, Maxwell Hill, Christ Church, Barbados BB14030 (“**Marchfield**” and together with 6323, Crockett, Adscititious and 7478, the “**Vendors**”)

WHEREAS:

- A. The Vendors are collectively the registered beneficial owners of 100% of the issued and outstanding shares of the Target;

- B. The Target is a personal protection equipment company buying and selling personal protection products globally (“**PPE Products**”);
- C. The Target has a Medical Device Establishment License number 12060 to import PPE Products in Canada but operates globally (the “**License**”); and
- D. HLTH wishes (i) to partner with the Target to provide future funding to assist in the procurement of PPE Products and (ii) to purchase 70% of the issued and outstanding shares of the Target from the Vendors pursuant to the terms and conditions of this Share Purchase Agreement (the “**Agreement**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements and covenants herein contained (the receipt and adequacy of such consideration being mutually acknowledged by each party), the parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

- 1.1 **Definitions:** In this Agreement the following words and phrases shall have the following meanings:
- (a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity;
 - (b) “**Agreement**” means this Share Purchase Agreement as the same may be supplemented or amended from time to time;
 - (c) “**Assets**” means all property or assets of any nature or kind, whether real or personal, tangible or intangible, corporeal or incorporeal;
 - (d) “**Business Day**” means any day other than a Saturday, Sunday or any statutory holiday in the Province of British Columbia, Canada;
 - (e) “**Closing**” means the closing of the Transaction in accordance with the terms and conditions of this Agreement;
 - (f) “**Closing Date**” means such date on or before the Drop Dead Date, which is three Business Days after the date on which all conditions precedent hereunder have been satisfied or waived and all necessary approvals are received, or waived, by the Target, HLTH and Vendors with respect to the Transaction, to the extent such party has the right hereunder to waive such approval, or such later time or date as may be agreed upon in writing by the parties;
 - (g) “**Closing Time**” means 12:00 p.m. (Vancouver time) on the Closing Date or such other time as agreed to in writing by the parties;

- (h) “**CSE**” means the Canadian Securities Exchange;
- (i) “**Drop Dead Date**” means June 3, 2020 or as subsequently extended with the unanimous consent of all of the parties to this Agreement;
- (j) “**Due Diligence Period**” has the meaning ascribed to that term in Section 10.3;
- (a) “**Encumbrances**” means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the Bank Act (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Target, the Shares, the License or the Assets.;
- (b) “**Financial Statements**” means for the Target, the financial statements of such company for the end of the its most recent fiscal year prepared in accordance with IFRS, consisting of a statement of financial position, a statement of profit and loss, a statement of changes in financial position, together with notes to such financial statements and, if available, the report of the auditor thereon;
- (c) “**HLTH Shares**” means common shares in the capital of HLTH;
- (k) “**Governmental Body**” means any domestic or foreign (a) federal, provincial, state, municipal, local or other government, (b) governmental or quasi-Governmental Body of any nature, including any governmental ministry, agency, branch, department, commission, court, board, tribunal, bureau or instrumentality, or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature;
- (l) “**IFRS**” means International Financial Reporting Standards;
- (m) “**Law**” means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Body;
- (n) “**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of the Corporation; or (b) the ability of the Vendors to consummate the transactions contemplated hereby on a timely basis;

- (o) **“Person”** includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof;
- (p) **“Representatives”** means, with respect to any party, its directors, employees, accountants, counsel and other agents and representatives;
- (q) **“Target”** means HIGH STANDARD HEALTH CARE LTD., a company existing under the laws of British Columbia, having its registered address at 595 Howe Street 10th Floor, Vancouver BC V6C 2T5;
- (r) **“Target Shares”** means no less than 70% of the issued and outstanding securities in the share capital of the Target, calculated as of the Closing Time;
- (s) **“Taxes”** means all federal, provincial, territorial, municipal, local, foreign and other income, gross receipts, capital gains, sales, use, production, ad valorem, harmonized sales, goods and services, transfer, franchise, registration, profits, licence, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), municipal, school, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties; and
- (t) **“Transaction”** means the purchase by HLTH and the sale by the Vendors or the Target, as applicable, of the Target Shares.

1.2 **Interpretation:** For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) **“this Agreement”** means this Agreement, including the Schedules hereto, if any, as it may from time to time be supplemented or amended;
- (b) all references in this Agreement to a designated Article, section, subsection, paragraph, or other subdivision, or to a Schedule, is to the designated Article, section, subsection, paragraph or other subdivision of, or Schedule to, this Agreement unless otherwise specifically stated;
- (c) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subsection or other subdivision or Schedule;
- (d) **“the parties”** means the parties to this Agreement, being the Target, HLTH and the Vendors, and **“a party”** means any one of them;
- (e) where any warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of the Vendors, it shall be deemed to refer to the actual or constructive knowledge of any director of the Vendors or the Target, as applicable,

and all actual or constructive knowledge which such individual would have if it made due enquiry into the relevant subject matter;

- (f) the singular of any term includes the plural and *vice versa* and the use of any term is equally applicable to any gender and where applicable to a body corporate;
- (g) the word “including” is not limiting (whether or not non-limiting language such as “without limitation”, “but not limited to” and other words of similar import are used with reference thereto);
- (h) the headings to the Articles and clauses of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (i) the parties acknowledge that this Agreement is the product of arm’s length negotiation between the parties, each having obtained its own independent legal advice, and that this Agreement shall be construed neither strictly for nor strictly against any party irrespective of which party was responsible for drafting this Agreement;
- (j) the representations, warranties, covenants and agreements contained in this Agreement shall not merge at the Closing Date and shall continue in full force and effect from and after the Closing Date for the applicable period set out in this Agreement; and
- (k) unless otherwise specifically noted, all references to money in this Agreement are or shall be to lawful money of Canada. If it is necessary to convert money from another currency to lawful money of Canada, such money shall be converted to lawful money of Canada using the exchange rates in effect at the close of business on the Business Day prior to the Closing Date.

ARTICLE 2 PURCHASE AND SALE

2.1 **Purchase and Sale:** Subject to the terms and conditions of this Agreement,

- (a) Vendors hereby agree to:
 - (i) sell, assign and transfer to HLTH, and HLTH hereby agrees to purchase from the Vendors, free and clear of all Encumbrances, the Target Shares as follows:

Vendor	Target Shares	Consideration Shares	Consideration Warrants
6323	17.5	6,750,000	750,000
Crockett	17.5	6,750,000	750,000
Adscititious	17.5	6,750,000	750,000

Vendor	Target Shares	Consideration Shares	Consideration Warrants
7484	8.75	3,375,000	375,000
Marchfield	8.75	3,375,000	375,000

2.2 **Purchase Price:** The consideration for the purchase of the Target Shares, shall be payable as follows:

- (a) 27,000,000 HLTH Shares to be issued to the Vendors at the Closing Time as indicated in section 2.1, free and clear of any Encumbrances (the “**Consideration Shares**”) by way of Direct Registration Statement (“**DRS**”) at a deemed price of \$0.705 per Consideration Share;
- (b) 3,000,000 HLTH to be issued to the Vendors at the Closing Time as indicated in section 2.1, (the “**Consideration Warrants**”). Each Consideration Warrant will permit the holder thereof to acquire one HLTH Share at a price equal to \$0.375 for a period of 12 months from the Closing Date;
- (c) In addition, HLTH will pay CDN\$5,000,000 payable in cash or common shares (“**Performance Shares**” and together with the Consideration Shares and the Consideration Warrants, the “**Payment Shares**”) at the discretion of HLTH at the time a Milestone Target (as defined below) is met for every CDN\$14,300,000 in gross revenue generated by Target effective upon Target reaching CDN\$21,430,000 in revenue (“**Milestone Targets**”) up to a maximum of CDN\$286,000,000 in gross revenue or 20 Milestone Targets on or before May 31, 2025 for total value of up to CDN\$100,000,000 if all Milestone Targets are achieved.

In the event HLTH elects to pay all or a portion of a CDN\$5,000,000 Milestone Target payment in Performance Shares, the share price per Performance Share will be based on the lesser of (i) \$0.705; and (ii) the 5-day volume weighted average price prior to the Milestone Target being met. HLTH may issue up to an aggregate maximum of 26,500,000 Performance Shares in satisfaction of met Milestone Targets.

- (d) The parties agree that all gross margin on open purchase orders up to the Closing Date where goods are delivered after the Closing Date will be paid out to 6323 B.C. The parties further agree that all accounts receivable up to the Closing Date disclosed by Target in schedule 2.2(e) hereto will be paid to 6323;
- (e) Other than as disclosed in Schedule 2.2(e) the Target does not have any accounts receivable as of the Closing Date. All accounts receivable disclosed in Schedule 2.2(e) up to the Closing Date will be paid to 6323;
- (f) Other than as disclosed in Schedule 2.2(f) the Target does not have any related party debt or related party receivables. All payables and receivables to and from related parties, disclosed in Schedule 2.2(f) prior to the Closing Date will be paid on the

Closing Date and any receivables from related parties will be forgiven on the Closing Date;

- (g) All profits of Target will be calculated and paid to the shareholders of Target pro-rata on a quarterly basis leaving a minimum of \$200,000 in the Target at all times. In addition, Pat Gray will have full discretion to manage the operating expenses of the Target on an ongoing basis leaving a minimum of 10% EBITDA % in the Target on a quarterly basis. Operating expenses include but are not limited to selling expenses, commissions, samples, warehousing and general and administrative expenses. In the event operating expenses result in a quarterly EBITDA % less than 10%, operating expenses for such quarterly period will be reduced to reflect such minimum 10% EBITDA %; and
- (h) HLTH will grant 1,000,000 stock options to Pat Gray at a price equal to the greater of the closing market price of Global Care shares on (i) the trading day prior to the date of grant of the stock options; and (ii) the date of grant of the stock options. The stock options will vest immediately.

None of the Payment Shares proposed for issuance pursuant to the Transaction 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 Transaction will be completed in reliance by HLTH upon exemptions from U.S. federal and state registration requirements.

- 2.3 It is understood and agreed that, where required by applicable law, HLTH will withhold from any payments to be made under this agreement all applicable taxes, will remit such amounts to the appropriate taxation authorities and will pay the net amount only, after the deduction of all applicable taxes, to any non-resident (as defined in the Income Tax Act, Canada) party. Payment of such net amount will be in full satisfaction of HLTH's obligations to make such payments hereunder.

ARTICLE 3 TARGET BOARD

- 3.1 **Target Board:** On the Closing Date, the board of directors of Target shall be restructured, through resignations and appointments, to consist of three (3) directors with HLTH selecting two (2) of the board members and Target selecting one of the board members. It is acknowledged and agreed that Pat Gray will be appointed as the Target nominee on the Closing Date.

ARTICLE 4 RESTRICTIONS ON RESALE

- 4.1 The Vendors acknowledge and agree as follows:
 - (a) the issuance of the Payment Shares to the Vendors shall be made pursuant to appropriate prospectus exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 –

Prospectus Exemptions from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the securities Laws or Section 2.3 of Ontario Securities Commission Rule 72-503 – *Distributions Outside of Canada* (the “**Exemptions**”);

- (b) that the CSE, in addition to any restrictions on transfer imposed by applicable securities Laws, may require certain of the Payment Shares be held in escrow in accordance with the policies of the CSE;
- (c) as a consequence of acquiring the Payment 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 HLTH is relieved from certain obligations that would otherwise apply under securities Laws if the Exemptions were not being relied upon by HLTH;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (v) there is no government or other insurance covering the Payment Shares and
 - (vi) an investment in the Payment Shares is speculative and of high risk;
- (d) although no hold periods are currently expected to be applicable, the certificates representing the Payment Shares will bear such legends as required by securities Laws and the policies of the CSE and it is the responsibility of the Vendors to find out what those restrictions are and to comply with them before selling the Payment Shares; and
- (e) the Vendors are knowledgeable of, or have been independently advised to the applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Payment Shares and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the Vendors to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND TARGET

- 5.1 The Target and each of the Vendors, on its own behalf and not on behalf of any other Vendor, hereby severally (and, for greater certainty, not jointly with any other Vendor)

represents and warrants to HLTH, and acknowledges and confirms that HLTH is relying upon the representations and warranties in connection with the purchase by HLTH of the Target Shares and the transactions contemplated by this Agreement:

(a) Corporate Status and Authorization of the Vendors

- (i) In the case of each Vendor that is an individual, such Vendor has the power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by such Vendor as contemplated herein and to perform each of its obligations hereunder and under all such other agreements and instruments. Such Vendor has the power, authority and capacity to own and dispose of the Shares to HLTH.
- (ii) In the case of each Vendor that is a corporation, such Vendor is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. Such Vendor has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations hereunder and under all such other agreements and instruments. Such Vendor has the corporate power, authority and capacity to own and dispose of the Target Shares to HLTH. No act or proceeding has been taken or authorized by or against such Vendor by any other Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of the Vendor with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, such Vendor and, to the knowledge of such Vendor, no such proceedings have been threatened by any other Person.
- (iii) In the case of each Vendor that is a corporation, the execution and delivery of this Agreement and all other agreements and instruments to be executed by such Vendor as contemplated herein and the completion of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of such Vendor.
- (iv) The Vendors have submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority.
- (v) This Agreement constitutes the valid and binding obligation of such Vendor enforceable against such Vendor in accordance with its terms. Such Vendor is not an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) and will not become an insolvent person as a result of the Closing. There is no Action in progress, pending, or to the knowledge of such Vendor, threatened against or affecting such Vendor or affecting the title of such Vendor to any of the Shares at law or in equity. There are no grounds on which any such Action might be commenced and there is no order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority outstanding against or affecting such

Vendor, in any such case, which affects adversely or might affect adversely the ability of such Vendor to enter into this Agreement or to perform its obligations hereunder.

- (b) Organization and Good Standing: The Target is a company duly incorporated and validly existing under the Laws of its place of incorporation.
- (c) Qualification to do Business: The Target is duly qualified to carry on business in all jurisdictions in which the character of its properties or assets owned, leased or operated by it, or the nature of its business activities makes such qualification necessary.
- (d) Authorized and Issued Capital: The authorized capital of the Target consists of an unlimited number of common shares, of which 100 shares are issued and outstanding, of which 100% are registered in the names of the Vendors and there are no convertible securities outstanding. All the shares of the Target have been duly authorized and are validly issued, fully paid and non-assessable and free of pre-emptive rights.
- (e) Authority: The Target has all necessary corporate power, authority and capacity to perform its obligations hereunder, subject to the receipt of requisite regulatory approval pursuant to the terms hereof. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of the Target and this Agreement has been duly executed and delivered by the Target and constitutes a valid and binding obligation of the Target, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.
- (f) No Subsidiary: The Target does not own or have any interest in any shares or have securities, or another ownership interest, in any other Person.
- (g) Litigation & Legal proceedings: There is no suit, action, litigation, investigation, claim, complaint or proceeding before any Governmental Body in progress, pending or, to the best of the Target's knowledge, threatened against or relating to the Target (or by or against the Vendors or any Affiliate thereof and relating to the Target); or its assets, including without limitation the License, that, if determined adversely to the Target, would prevent it from fulfilling all of its obligations set out in this Agreement or arising from this Agreement or which would be expected to have a materially adverse effect upon the Target, its financial condition, results of operations or business prospects, and, to the best of the Target's knowledge, there are no existing grounds on which any such action, suit, litigation or proceeding might be commenced with any likelihood of success.
- (h) Compliance: The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by the Target, and the completion of the transactions contemplated hereby, will not conflict with, nor

constitute or result in, a violation or breach of, or material default under, or cause the acceleration of any obligations of the Target under:

- (i) any term or provision of any of its notice of articles, articles or other constating documents of the Target or any director or shareholder minutes;
 - (ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which the Target is a party or by which it is bound; or
 - (iii) any term or provision of any licenses, registrations or qualification of the Target or any order of any court, Governmental Body or regulatory body or any applicable Law or regulation of any jurisdiction.
 - (iv) In all material respects, the Target has complied, and is now complying, with all Laws applicable to it or its business or Assets. All Permits and licenses required for the Target to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such permits and licenses as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any permit or license issued to the Target.
- (i) Absence of Undisclosed Liabilities: Other than as disclosed, The Target does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise).
- (j) Title to Shares. The Vendors are the registered and beneficial owners of the Target Shares as set forth in section 2.1, with good and marketable title to such shares, free and clear of all Encumbrances. No Person, other than HLTH, has any agreement or option or any right capable of becoming an agreement for the purchase or exchange of any of the Target Shares, nor any agreement or option or any right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued shares in the capital of the Target. There are no actions pending, the effect of which could be to cause an Encumbrance to attach to any of the issued and outstanding shares in the capital of the Target or any of the assets of the Target, or to divest title to such shares or such assets in any manner whatsoever.
- (k) Assets & License. Target is the absolute and sole holder of a 100% undivided ownership interest in, and has good, valid and marketable title, in fee simple to, or a valid leasehold interest in, all personal property and other Assets. All such personal property and Assets (including leasehold interests) are free from all Encumbrances and its Assets, including without limitation the License, free and clear to the knowledge of the Vendors of all Encumbrances. Vendors do not know of any claim or basis for a claim that might or could adversely affect its rights to use, transfer, possess, sell or otherwise exploit the Assets and/or the License. Vendors have no responsibility or obligation to pay any commission, royalty, license, fee or similar payment to any Person with respect to its Assets and/or the

License. The License is in good standing, valid and enforceable. All payments, taxes, rates, assessments, renewal fees and other governmental charges owing in respect of the License have been paid in full up to the Closing Date. There has been no event, transaction or information which has come to the attention of Vendors that has not been disclosed to HLTH and would reasonably be expected to result in a Material Adverse Effect on the Assets and/or the License.

- (l) Financial Condition: The Financial Statements of the Target were reported in accordance with IFRS and present fairly the consolidated financial position of the Target and its subsidiaries, on a consolidated basis, as of the respective dates thereof and there has been no material adverse change to the Target's financial condition since the dates thereof.
- (m) No Conflict or Consent: The execution and delivery of this Agreement by the Target and the consummation of the transactions contemplated hereby will not violate:
 - (i) any provision of the articles or by-laws or any resolution of the board of directors (or any committee thereof) or shareholders of the Target; or
 - (ii) any (A) statute, regulation or other Law to which the Target is subject, (B) judgment, decree, order or award of any court or Governmental Body having jurisdiction over the Target; or (C) provision of any contract, or other agreement or instrument to which the Target is a party, a violation of any of which would prevent the parties from consummating the transactions contemplated hereby.
 - (iii) No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Vendors or the Target in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.
- (n) Contracts and Outstanding Liabilities: Except as disclosed in Schedule 5.1(k), the Target has not entered into any contracts with any Person and does not have any liabilities with respect to any contracts.
- (o) Suppliers. Schedule 5.1(l) sets forth: (i) each material supplier to whom the Target has paid consideration for goods or services during the preceding 24 months (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during such period. The Target has not received any notice, and has no reason to believe, that any of its Material Suppliers has ceased, or intends to cease, to supply goods or services to the Target or to otherwise terminate or materially reduce its relationship with the Target.
- (p) Customers. Schedule 5.1(m) sets forth: (i) each [material] customer of whom the Target has received consideration for goods or services during the preceding 24 months (collectively, the "**Material Customers**"); and (ii) the amount of purchases

made from each Material Customer during such period. The Target has not received any notice, and has no reason to believe, that any of its Material Customers has ceased, or intends to cease, to supply goods or services to the Target or to otherwise terminate or materially reduce its relationship with the Target.

- (q) Insurance: The Target is insured pursuant to the policies disclosed in Schedule 5.1(n) for the amounts set out therein.
- (r) Employment Matters: Other than as set out in Schedule 5.1(o) the Target has no current or former employees and independent contractors.
- (s) Taxes
 - (i) All Taxes due and payable by the Target for periods (or portions thereof) ending on or before the Closing Date (whether or not shown due on any Tax Returns and whether or not assessed or reassessed by the appropriate Governmental Authority) have been paid.
 - (ii) No Governmental Authority of a jurisdiction in which the Target has not filed a Tax Return has made any claim that the Target is or may be subject to Tax or required to file Tax Returns by that Governmental Authority in such jurisdiction. There is no basis for a claim that the Target is subject to Tax in a jurisdiction in which the Target does not file Tax Returns.
 - (iii) There are no matters under audit or appeal with any Governmental Authority relating to Taxes of the Target.
 - (iv) Adequate provision has been made in accordance with GAAP in the Books and Records for all Taxes payable in respect of the Business or the Assets.
 - (v) The Target has not received any notice from any Governmental Authority that it is taking steps to assess any additional Taxes against the Target for any period for which Tax Returns have been filed and there are no actual or pending audit investigations or other Actions of or against the Target by any Governmental Authority relating to Taxes. No Governmental Authority has given notice of any intention to assert any deficiency or claim for additional Taxes against the Target.
 - (vi) The Target has not waived any statute of limitation in respect of Taxes or agreed to any extension of time within which: (i) to file any Tax return covering any Taxes for which the Target is or may be liable; (ii) the Target is required to pay or remit amounts on account of Taxes; or (iii) any Governmental Authority may assess or collect Taxes for which the Target may be liable.
 - (vii) None of the Vendors or the Target is a non-resident of Canada within the meaning of the Tax Act.

- (viii) For all transactions between the Target and any Person not resident in Canada for purposes of the Tax Act with whom the Target was not dealing at arm's length, the Target has made or obtained records or documents that meet the requirements of sections 247(4)(a) to (c) of the Tax Act. There are no transactions to which section 247(2) or (3) of the Tax Act may reasonably be expected to apply.
- (ix) The Target has duly and timely withheld or collected the proper amount of Taxes that are required by Law to withheld or collected (including Taxes and other amounts required to be withheld by it in respect of any Person, including any employee, officer or director and any Person not resident in Canada for purposes of the Tax Act) and have duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required to be remitted by the Target.
- (x) Except for the acquisition of control that will occur by virtue of the execution of this Agreement, for purposes of the Tax Act or any other applicable Tax Law, no Person or group of Persons other than the Vendors have ever acquired control of the Target.
- (xi) None of section 78, 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act, or any equivalent provision of the Tax Law of any province, territory or any other jurisdiction, has applied or will apply to the Target at any time up to and including the Closing Date in a manner that would give rise to incremental Tax liabilities or reduction in Tax attributes.
- (xii) The Target has not acquired property or services from, or disposed of property to, a non-arm's length Person (within the meaning of the Tax Act) for consideration, the value of which is less than the fair market value of the property or services, as the case may be.
- (xiii) The Target is registered for HST/GST purposes under Part IX of the Excise Tax Act (Canada) under registration number 716980511 RT0001.
- (xiv) The Target is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.
- (xv) No Tax rulings have been requested or issued by any Tax authority with respect to the Target.
- (xvi) The Target will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxation year or portion thereof ending after the Closing Date as a result of use of an improper method of accounting, for a taxation year ending before the Closing Date.
- (xvii) The Target is a "Canadian-controlled private corporation" as defined in the Tax Act and has been a Canadian-controlled private corporation continuously since January 7, 2019.

- (xviii) There are no foreign jurisdictions in which the Target is subject to Tax, is engaged in business or has a permanent establishment.
- (t) Options: Except as set out in this Agreement, no Person has any contract, agreement, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a contract, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or un-issued securities of the Target.
- (u) Dissolution: No act or proceeding by or against the Target has been taken or made in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Target or for the appointment of a trustee, receiver, manager or other administrator of the Target or any of its properties or assets and no such act or proceeding has been threatened.
- (v) No Undisclosed Adverse Information: The Target has not received any notice of, nor is the Target otherwise aware of any, material or substantial facts or circumstances relating to the Target, which has not been disclosed to HLTH and which might, if disclosed, be reasonably expected to affect HLTH's decision to enter into this Agreement.
- (w) No Broker: There is no Person acting or purporting to act at the request of the Target who is entitled to any brokerage, consultancy or finders fee from the Target in connection with the transactions completed herein.
- (x) Due Diligence: All information provided to HLTH in relation to HLTH's due diligence of the Target is true and correct in all material respects and does not contain any material omissions as at the respective date as stated therein and has not been amended.
- (y) Absence of Approvals Required: There are no waivers, consents, notices or approvals required to be given or obtained by the Target in connection with the Transaction and the other transactions contemplated by this Agreement.
- (z) Related Party Transactions: Except as otherwise disclosed, the Target has not made any payment or loan to any officer, director, employee, trustee or shareholder or any Person with whom the Target is not dealing at arm's length (within the meaning of the Tax Act) or any Affiliate or spouse of any of the foregoing (each, a "**Related Person**").
- (aa) Except as otherwise disclosed, no Vendor or Affiliate of a Vendor (each, a "**Related Party**") is a party to any Contract with the Target, no Related Party is indebted to the Target and the Target is not indebted to any Related Party.
- (bb) Except as disclosed, no Related Party is owed any Related Party Debt by the Target and there are no Related Party Receivables.

- (cc) Except as disclosed, no Related Person: (i) possesses, directly or indirectly, any financial interest in, or is a director, officer or employee of, any Person which is a competitor or supplier, dealer, lessor or lessee of the Target; or (ii) has any interest in any assets used or held for use by the Target.
- (dd) Books and Records. The Books and Records are complete and correct and have been maintained in accordance with sound business practices. The minute books of the Target contain accurate and complete records of all meetings, and resolutions in writing of, the shareholders, the board of directors and any committees of the board of directors of the Target, and no meeting, or resolution in writing, of any such shareholders, board of directors or committee has been held for which minutes or resolutions in writing have not been prepared and are not contained in such minute books.
- (ee) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction document based upon arrangements made by or on behalf of the Vendors or the Target.
- (ff) Bank Accounts. Schedule 5.1(z) sets forth a true and complete list of the names and addresses of each bank, trust company or other institution in which the Target has an account (and the details of each such account) and the names of all Persons authorized to draw thereon or who have access thereto. The Target does not maintain, and has not previously maintained, a safety deposit box.
- (gg) Power of Attorney. There are no outstanding powers of attorney granted by the Target.
- (hh) Anti-Money Laundering and Anti-Corruption Practices. Neither the Target nor any of its directors, officers or employees or agents, consultants or representatives:
- (i) has violated, and the Vendor's execution and delivery of and performance of its obligations under this Agreement will not violate, any Laws related to money laundering or government guidance regarding anti-money laundering and international anti-money laundering principles or procedures of an intergovernmental group or organization and any executive order, directive or regulation under the authority of any of the foregoing, or any orders or licenses issued thereunder in each case to which either the Target or the Vendor is subject;
 - (ii) has, in the course of its actions for, or on behalf of, the Target (A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (B) paid or received any bribe or otherwise unlawfully offered or provided, directly or indirectly, anything of value to (or received anything of value from) any foreign or domestic government employee or official or any other Person, (C) violated or taken any act that would violate any provision of the Corruption of Foreign Public Officials Act (Canada) ("CFPOA"), the Foreign Corrupt Practices Act of

1977 (United States) (“FCPA”) or other similar Laws of other jurisdictions, (D) violated or taken any act that would violate any provision of the Bribery Act (U.K.) or other similar Laws of other jurisdictions, (E) violated or taken any act that would violate the Special Economic Measures Act (Canada) (“SEMA”) or other similar Laws of other jurisdictions, or (F) violated or taken any act that would violate the Freezing Assets of Corrupt Foreign Public Officials Act (Canada) (“FACFOA”) or other similar Laws of other jurisdictions, in each case to which the Target is subject;

- (iii) has, directly or indirectly, taken any action in violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable Canadian, United States or other foreign Laws;
 - (iv) is a “specially designated national” or “blocked person” under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), a Person identified under SEMA, FACFOA or any United Nations resolution or regulation or otherwise a target of economic sanctions under other similar applicable Canadian, United States or foreign Laws; or
 - (v) has engaged in any business with any Person with whom, or in any country in which it is prohibited for a Person to engage under SEMA, FACFOA, any United Nations resolution or regulation or any other Law or it is prohibited for a United States Person to engage under Law or under applicable United States sanctions administered by OFAC.
- (ii) Full Disclosure. No representation or warranty by the Vendors or the Target in this Agreement and no statement contained in the Schedules to this Agreement or any certificate or other document furnished or to be furnished to HLTH under this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.
- (jj) No Waiver of Representations and Warranties. The representations and warranties of each of the Vendors and Target contained herein shall in no way be abridged, reduced, waived, considered fulfilled or otherwise affected by any examination or inspection made by HLTH at any time.

5.2 **Survival:** The representations and warranties of the Target and Vendors hereunder shall survive the Closing for a period of 24 months, notwithstanding the waiver of any condition by HLTH. Notwithstanding the foregoing, in the case of a claim in respect of a representation and warranty based on fraud, there shall be no time limit within which such a claim may be made. All covenants and agreements of the parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or

warranty and such claims shall survive until finally resolved or the expiry of the limitation period under applicable Law, whichever is sooner.

- 5.3 **Reliance:** The Target and the Vendors acknowledge and agree that HLTH has entered into this Agreement relying on the Target's and Vendor's warranties and representations and other terms and conditions of this Agreement notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of HLTH.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF HLTH

6.1 In order to induce Vendors and the Target to enter into and to consummate the transactions contemplated hereunder, HLTH represents and warrants as follows:

- (a) Organization and Good Standing: HLTH is a company duly incorporated and validly existing under the Laws of its place of incorporation.
- (b) CSE Listing: HLTH Shares are posted and listed for trading on the CSE.
- (c) Qualification to do Business: HLTH is duly qualified to carry on business in all jurisdictions in which the character of its properties or assets owned, leased or operated by it, or the nature of its business activities makes such qualification necessary.
- (d) Authorized and Issued Capital: On the date hereof, the issued capital of HLTH consists of 56,543,235 HLTH Shares, 14,444,250 warrants to purchase HLTH Shares and 5,106,023 options to purchase HLTH Shares. All the outstanding HLTH Shares have been duly authorized and are validly issued, fully paid and non-assessable and free of pre-emptive rights.
- (e) Authority: HLTH has all necessary corporate power, authority and capacity to perform its obligations hereunder, subject to the receipt of requisite regulatory approval pursuant to the terms hereof. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of HLTH and this Agreement has been duly executed and delivered by HLTH and constitutes a valid and binding obligation of HLTH, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.
- (f) Litigation: There is no suit, action, litigation, investigation, claim, complaint or proceeding before any Governmental Body in progress or pending or, to the best of HLTH's knowledge, threatened against or relating to HLTH or its assets that, if determined adversely to HLTH, would prevent it from fulfilling all of its obligations set out in this Agreement or arising from this Agreement or which would be expected to have a materially adverse effect upon HLTH, its financial condition, results of operations or business prospects, and, to the best of HLTH's

knowledge, there are no existing grounds on which any such action, suit, litigation or proceeding might be commenced with any likelihood of success.

- (g) Compliance: The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by HLTH, and the completion of the transactions contemplated hereby, will not conflict with, nor constitute or result in, a violation or breach of, or material default under, or cause the acceleration of any obligations of HLTH under:
- (i) any term or provision of any of its notice of articles, articles or other constating documents of HLTH or any director or shareholder minutes;
 - (ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which HLTH is a party or by which it is bound; or
 - (iii) any term or provision of any licenses, registrations or qualification of HLTH or any order of any court, Governmental Body or regulatory body or any applicable Law or regulation of any jurisdiction.
- (h) Absence of Undisclosed Liabilities: HLTH does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise) other than those provided for historically in HLTH's audited annual and interim financial statements filed on SEDAR at www.sedar.com or incurred in the ordinary course of business in accordance with past practice.
- (i) Financial Condition: The financial statements of HLTH for its most recently completed financial year on its public disclosure record available on SEDAR at www.sedar.com: (i) comply as to form in all material respects with the published rules and regulations under the applicable securities Laws; (ii) were reported in accordance with IFRS; and (iii) present fairly the consolidated financial position of HLTH and its subsidiaries, on a consolidated basis, as of the respective dates thereof and the consolidated results of operations of HLTH and its subsidiaries, if any, for the periods covered thereby, and there has been no material adverse change to HLTH's financial condition since December 31, 2019.
- (j) Assets: The Assets of HLTH include cash and various investments as further described in HLTH's public disclosure record as outlined under HLTH's profile available at www.sedar.com.
- (k) No Conflict: The execution and delivery of this Agreement by HLTH and the consummation of the transactions contemplated hereby will not violate:
- (i) any provision of the articles or by-laws or any resolution of the board of directors (or any committee thereof) or shareholders of HLTH; or
 - (ii) any (A) statute, regulation or other Law to which HLTH is subject, (B) judgment, decree, order or award of any court or Governmental Body

having jurisdiction over HLTH; or (C) provision of any contract, or other agreement or instrument to which HLTH is a party, a violation of any of which would prevent the parties from consummating the transactions contemplated hereby.

- 6.2 **Survival:** The representations and warranties of HLTH hereunder shall survive the Closing for a period of 24 months, notwithstanding the waiver of any condition by the Vendor.
- 6.3 **Reliance:** HLTH acknowledges and agrees that Vendors and Target have entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement.

ARTICLE 7 INDEMNIFICATION FOR LIABILITIES

- 7.1 Other than with respect to liabilities, obligations and commitments disclosed in the Financial Statements, Vendors further represent and warrant that there are no liabilities related to the Target as at the Closing Date and indemnify HLTH against any such liabilities.

ARTICLE 8 INTERIM COVENANTS

- 8.1 **Approval and Closing:** From the date of this Agreement to the Closing Date or the termination of this Agreement, the parties will use their best commercial efforts to complete the Transaction and take the following steps in furtherance thereof within the following time periods:
- (i) the parties shall obtain the requisite regulatory approvals, including but not limited to HLTH obtaining the approval of the CSE and shareholders, if necessary; and
 - (ii) closing of the Transaction will occur on or before the Drop-Dead Date.
- 8.2 **Exclusivity:** From the date of this Agreement until the earlier of (i) the Closing Date and (ii) the termination of this Agreement, the Vendors and the Target covenant that they will not cause the Target to not, directly or indirectly, through any Representative or otherwise, solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept or consider any proposal of any other Person relating to the acquisition of the Target Shares, or the Target's assets or properties, in whole or in part, whether through direct purchase, merger, consolidation or other business combination and whether through disposing, optioning or transferring the rights to the Target's properties or assets to a third party, including without limitation any single or multi-step transaction or series of related transactions. The applicable Vendor or the Target, as applicable, will immediately (and in any event within 24 hours) notify HLTH in writing regarding any contact between such Vendor or the Target or their respective Representatives and any other person regarding

any such offer or proposal or any related inquiry and provide HLTH with a copy of any such correspondence or related materials.

8.3 **Due Diligence:** During the period from the date of this Agreement to the Closing Date (the “Due Diligence Period”), HLTH shall be entitled to complete due diligence with respect to the financial condition of the Target, which shall include a review of all financial statements, assets, liabilities and working capital amounts, material agreements, employment matters, Tax matters, and review of the corporate and financial records of the Target and the Vendor. Target will make available all files, books, papers, financial information and pertinent documents or agreements relating to the above matters and shall provide reasonable physical access to all assets and records.

8.4 In addition, Target agrees to:

- (a) provide the legal and other professional representatives and agents of HLTH with reasonable access to the books, records and documents of the Target provided that the confidentiality of the subject matter of the disclosure can be reasonably maintained in accordance herewith;
- (b) execute or cause to be executed such consents, authorizations and directions as may be necessary to provide HLTH with access to all files, records and information relating to the Target’s financial condition; and
- (c) endeavor to include in the information furnished to HLTH or obtained by HLTH in the course of the aforesaid investigations, all information which would reasonably be considered to be relevant for the purposes of HLTH’s investigation and not knowingly withhold any information which would make anything contained in the information delivered erroneous or misleading.

ARTICLE 9 CLOSING

9.1 **Closing Date and Location:** The Transaction contemplated by this Agreement shall be completed in person or by electronic delivery at 12:00 P.M. (Vancouver time) on the Closing Date, or at such other time or at such other location as may be mutually agreed upon in writing by the parties.

9.2 **Closing procedure:** Upon all the conditions mentioned in this Agreement having been satisfied or waived in accordance with the provisions herein, the Target shall notify HLTH of same, who shall be afforded the opportunity to verify that all documents required pursuant to this Agreement are in order against delivery of the Consideration Shares and Consideration Warrants due at the Closing Time.

ARTICLE 10 CONDITIONS

10.1 **Mutual Conditions:** The respective obligations of the parties hereto to consummate the transactions contemplated hereunder are subject to the satisfaction, on or prior to the

Closing Date, of the following conditions, any of which may be waived only by the mutual consent of the parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) the receipt of all necessary prior regulatory approvals, specifically approvals in accordance with the regulations of the CSE, if applicable;
- (b) the receipt of the approval of the Transaction by both the board of directors and the shareholders (as applicable) of each of the Vendors and the Target; and
- (c) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction shall be in effect prohibiting the transactions contemplated by this Agreement and no action or proceeding shall have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the transactions between the parties contemplated by this Agreement.

10.2 Post Closing Date Conditions:

- (a) The Vendors and HLTH agree to use best commercial efforts to, within sixty (60) days after the Closing Date, execute and deliver to the other party a mutually agreeable shareholders' agreement in respect of their joint ownership of the Target, including either or both of a shotgun clause or a right of first refusal.

10.3 HLTH's Conditions: The obligations of HLTH to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, determined by HLTH in its sole discretion, at or before the Closing Time, each of the following conditions precedent:

Initial Deliveries:

The Target will have delivered:

- (i) at Closing, a certificate of good standing or equivalent for the Target, duly issued by the authorized government corporate registry in the applicable jurisdiction of incorporation dated no later than two days prior to Closing;
 - (ii) the Financial Statements of the Target; and
 - (iii) all information and documentation as may be reasonably required by HLTH and all applicable regulatory bodies (including but not limited to the CSE and applicable provincial security commissions).
- (b) Ownership of the Target Shares: Each Vendor shall have demonstrated ownership of that number of Target Shares owned by him or it, as registered in his or its name;
 - (c) Due Diligence Review: Completion by HLTH of satisfactory due diligence investigations of the Target, such that no amendment to this Agreement is required by HLTH, in its sole discretion;

- (d) Truth and Accuracy of Representations: The representations and warranties of the Vendors and the Target made under this Agreement shall be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time;
- (e) Performance of Obligations: The Vendors and the Target shall have performed and complied with all the obligations and covenants contained in this Agreement to be performed and complied with by each of them, other than those conditions which are waived by HLTH;
- (f) Absence of Material Adverse Change: There will have been no material adverse changes, adverse change of material fact or any development that could reasonably result in an adverse material impact on the business, financial results, operations or affairs of the Target;
- (g) Absence of Change of Conditions: No event shall have occurred or condition or situation shall have arisen or legislation (whether by statute, rule, regulation, by-law or otherwise) shall have been introduced that might reasonably be expected to have a materially adverse effect upon the Target or the financial condition, results of operations or business prospects of each of them;
- (h) Absence of Additional Liabilities: The Target has not incurred any liabilities other than those which are:
 - (i) contained in the Financial Statements; or
 - (ii) incurred with the consent of HLTH.
- (i) Closing Documentation: HLTH shall have received from the Vendors or the Target, as applicable, the following closing documentation:
 - (i) an opinion of the Vendors' solicitors subject to reasonable assumptions and qualifications, or other documentation, satisfactory to HLTH, acting reasonably, confirming, among other things, that the Target is validly incorporated or established under the laws of its respective jurisdictions of incorporation, that it has the capacity to enter into this Agreement and complete the transactions contemplated herein, the status of each of the Vendor's title and ownership of the Target Shares owned by it, and the transferability of the Target Shares and no Encumbrances thereon;
 - (ii) certificate of good standing (or equivalent) for the Target;
 - (iii) certificates, dated the Closing Date and signed by the Vendors, as applicable, that each of the conditions applicable to the respective Vendor has been satisfied;
 - (iv) certificates, dated the Closing Date and signed by a duly authorized officer of the Target that each of the conditions applicable to the Target has been satisfied;

- (v) certified resolutions of the Vendors approving the transactions contemplated hereunder, authorizing the transfer of the Target Shares owned by each of them to HLTH, the registration of the Target Shares owned by each of them in the name of HLTH, and the issue of share certificates representing the Target Shares owned by each of them registered in the name of HLTH;
- (vi) all other necessary consents, waivers, including waivers of pre-emptive rights, and authorizations required to enable the transfer of the Target Shares as provided for in this Agreement;
- (vii) all such instruments of transfer, duly executed, which in the opinion of HLTH, acting reasonably, are necessary to effect and evidence the transfer of the Target Shares free and clear of all Encumbrances;
- (viii) evidence of the appointment of the HLTH nominees to the board of directors of the Target;
- (ix) a certified copy of a resolution of the directors of the Vendors approving the transactions contemplated hereunder;
- (x) such other documents as may be required by HLTH, acting reasonably.

10.4 **Waiver/Survival:** The conditions set forth in Section 10.3 are for the exclusive benefit of HLTH and may be waived by HLTH in writing in whole or in part on or before the Closing Date. Notwithstanding any such waiver, the completion of the purchase and sale contemplated by this Agreement by HLTH shall not prejudice or affect in any way the rights of HLTH in respect of the representations and warranties of the Vendors and the Target in this Agreement.

10.5 **Vendor's Conditions:** The obligations of the Target to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent:

- (a) Truth and Accuracy of HLTH Representations at Closing: The representations and warranties of HLTH made hereunder shall be true and correct at Closing and with the same effect as if made at and as of Closing;
- (b) Performance of Obligations: HLTH shall have performed and complied with all the obligations and covenants contained in this Agreement to be performed and complied with by it;
- (c) Absence of Material Adverse Change: There will have been no material adverse changes, adverse change of material fact or any development that could reasonably result in an adverse material impact on the business, financial results, operations or affairs of HLTH; and

- (d) Closing Documentation: Vendors and Target shall have received from HLTH the following closing documentation:
- (i) a certificate of good standing for HLTH duly issued by the Registrar of Companies (British Columbia) on the Closing Date dated no later than two days prior to Closing;
 - (ii) DRS statements showing electronic deposit of that number of Payment Shares required to be registered in the name of each of the Vendors;
 - (iii) certificates, dated the Closing Date and signed by a duly authorized officer of HLTH that each of the conditions set forth in Sections 12.3(a),(b), and(c) have been satisfied;
 - (iv) a certified copy of a resolution of the directors of HLTH approving the transactions contemplated hereunder, including the reservation for issuance to the Vendors of the Payment Shares, and authorizing the execution of this Agreement; and
 - (v) such other documents as may be required by the Vendor, acting reasonably.

10.6 **Waiver/Survival**: The conditions set forth in Section 10.5 are for the exclusive benefit of the Vendors and may be waived by Target in writing in whole or in part on or before the Closing Date. Notwithstanding any such waiver, completion of the purchase and sale contemplated by this Agreement by Target shall not prejudice or affect in any way the rights of Target in respect of the warranties and representations of HLTH set forth in this Agreement.

ARTICLE 11 CONDUCT OF BUSINESS PRIOR TO CLOSING

11.1 **Vendor's and Target's Conduct**: Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, the Target shall do the following:

- (a) Conduct Business in Ordinary and Usual Course: Conduct the Target's business in the ordinary and usual course thereof and not, without the prior written consent of HLTH, enter into any transaction which would constitute a breach of any of their respective representations, warranties or agreements contained herein. Without limiting the generality of the foregoing:
- (i) The Target will not, without HLTH's prior consent, acting reasonably, dispose, option, encumber or transfer rights to any material assets;
 - (ii) The Target will not, without HLTH's prior consent, acting reasonably, make, or agree to make, capital expenditure exceeding (with respect to a single item or in aggregate in respect of a series of connected items) in total \$25,000 (or its equivalent at the time);

- (iii) The Target will not, without HLTH's prior consent, acting reasonably, pass a shareholders' or Board of Directors' resolution save as may be necessary to comply with its statutory obligations or in connection with its obligations under this Agreement;
 - (iv) The Target will not, without HLTH's prior consent, acting reasonably, enter into a long term, onerous, unusual or material agreement or arrangement, or agreements or arrangements, involving consideration, expenditure or liabilities, alone or in aggregate, in excess of \$25,000;
 - (v) The Target will not, without HLTH's prior consent, acting reasonably, give, or agree to give, a guarantee, indemnity or other agreement to secure, or incur financial or other obligations with respect to, another person's obligation other than in the ordinary course of business;
 - (vi) The Target will not, without HLTH's prior consent, acting reasonably, not enter into an agreement, arrangement or obligation (whether legally enforceable or not) in which a connected person of a Vendor or the Target, a director or former director of any of them or a person connected with a director or former director of any of them, is interested save in the ordinary course of business;
 - (vii) The Target will not, without HLTH's prior consent, acting reasonably, start litigation or arbitration proceedings other than for the collection of debts, in connection with the transactions contemplated herein or in the ordinary course of business;
 - (viii) The Target will not, without HLTH's prior consent, grant any bonuses, benefits or other forms of direct or indirect compensation or approve any change of control or other termination benefits to any employee, officer, director or consultant of the Target or the Vendors;
 - (ix) The Target will not, without HLTH's prior consent, issue any securities, from treasury or otherwise, or options, warrants, rights or convertible securities;
 - (x) The Target will not, without HLTH's prior consent, pay any dividends, redeem any securities, or otherwise cause assets to be distributed; and
 - (xi) The Target will not, without HLTH's prior consent, borrow any funds, under existing credit lines or otherwise;
- (b) Perform Obligations: The Target will comply, in all material respects, with all Laws affecting the operation of their respective business and pay all required taxes;
- (c) Pay Liabilities: The Target will pay and discharge all of its liabilities or obligations in the ordinary and usual course of business consistent with past business practice,

except for such liabilities or obligations as may be contested by each of them in good faith;

- (d) No Breach: Not take any action or omit to take any action which would, or would reasonably be expected to, result in a breach of or render untrue any of the Vendor's or the Target's representations, warranties, covenants, or other obligations contained herein; and
- (e) Preserve Business: Preserve intact the Target's business and Assets and promote and preserve for HLTH the goodwill of consultants, suppliers, and others having business relations with the Target and their respective Assets.

ARTICLE 12 FUTURE TARGET FINANCINGS AND ACTIVITIES

12.1 **Future Target Financings**: The Target and HLTH acknowledge and agree to the following with respect to future financings by the Target:

- (a) HLTH shall have a right to participate in any future equity financings on a *pro rata* basis in order to maintain its percentage ownership position (calculated as at the time such financing is launched);

ARTICLE 13 VENDORS' INDEMNITIES

Indemnification of HLTH:

13.1 From and after Closing, each Vendor covenants and agrees to indemnify HLTH against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable legal fees on a solicitor and own client basis) suffered or incurred by HLTH, as applicable, directly or indirectly, by reason of or arising out of:

- (i) any warranties or representations on the part of such Vendor hereunder being untrue; or
- (ii) a breach of any agreement, term or covenant on the part of such Vendor made or to be observed or performed under this Agreement.

13.2 From and after Closing, the Target covenants and agrees to indemnify HLTH against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable legal fees on a solicitor and own client basis) suffered or incurred by HLTH, as applicable, directly or indirectly, by reason of or arising out of:

- (i) any warranties or representations on the part of the Target hereunder being untrue; or
- (ii) a breach of any agreement, term or covenant on the part of the Target made or to be observed or performed under this Agreement.

- 13.3 **Indemnification of the Vendor:** From and after Closing, HLTH covenants and agrees to indemnify the Target, as applicable, against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable legal fees on a solicitor and own client basis) suffered or incurred by the Target, as applicable, directly or indirectly, by reason of or arising out of:
- (a) any warranties or representations on the part of HLTH hereunder being untrue; or
 - (b) a breach of any agreement, term or covenant on the part of HLTH made or to be observed or performed under this Agreement.
- 13.4 **Claims Under Indemnities:** If any claim is made against a party in respect of which that party may incur or suffer damages, losses, costs or expenses that might reasonably be considered to be subject to indemnity under Section 13.1 and 13.2, the affected party will notify the other party as soon as reasonably practicable of the nature of such claim and such party shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim. The defence of any such claim (whether assumed by such party or not) shall be through legal counsel, and shall be conducted in a manner, acceptable to the parties acting reasonably, and no settlement may be made by such party without the prior written consent of the affected party. If the non-affected party assumes the defence of any claim, then:
- (a) the affected party shall co-operate with the non-affected party and its counsel in the course of the defence, such co-operation to include providing or making available to the non-affected party and their counsel documents and information and witnesses for attendance at examinations for discovery and trials;
 - (b) the reasonable legal fees and disbursements and other costs of such defence shall, from and after such assumption, be borne by the non-affected party;
 - (c) if the affected party retains additional counsel to act on its behalf, the non-affected party and its counsel shall co-operate with such counsel, provided that all fees and disbursements of such additional counsel shall be paid by the affected party; and
 - (d) if the parties are or become parties to the same action, and the representation of all parties by the same counsel would be inappropriate due to a conflict of interest, then the parties shall be represented by separate counsel and, subject to any party's indemnity obligations as set out in this Article, the costs associated with the action shall be borne by the parties incurring such costs.

ARTICLE 14 CONFIDENTIALITY

- 14.1 **No Disclosure:** No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by any party or any of its representatives without the prior approval of the other parties as to timing, content and method, provided that the provisions of this paragraph will not prevent any party from

making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable Law or the rules and policies of the CSE.

- 14.2 **Hold Information in Confidence:** Unless and until the transactions contemplated in this Agreement have been completed, or until the termination of this Agreement, except with the prior written consent of the other parties, each of the parties and their respective representatives will hold all information received from the other parties in the strictest confidence, except such information and documents as are available to the public or as are required to be disclosed by applicable Law or regulation.

ARTICLE 15 TERMINATION

- 15.1 **Termination:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated at any time prior to the Closing Date as follows:
- (a) by mutual written agreement by the parties;
 - (b) by Vendors if HLTH has not received the requisite conditional CSE approval with respect to the Transaction, if required, on or before the Drop-Dead Date;
 - (c) by Vendors if HLTH breaches any of its representations or warranties or fails to comply with any covenants contained herein; or
 - (d) by HLTH if a Vendor or the Target breaches any of their respective representations or warranties or fails to comply with any covenants contained herein.

Any party desiring to terminate this Agreement pursuant to this Section 15.1 shall give written notice of such termination to the other party.

This Agreement shall terminate automatically in the event that the Transaction has not been completed by the Drop-Dead Date.

- 15.2 **Post-Termination Obligations:** Upon the termination of this Agreement the parties shall be released from their obligations hereunder other than as expressly contemplated hereby, excepting those under Article 13, Article 14 and Article 16 and Section 15.1, provided that nothing herein shall relieve a party from liability arising prior to such termination.

ARTICLE 16 DISPUTE RESOLUTION

- 16.1 **Disputes:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof and any claim or request that may be made under any of the provisions of the *Business Corporations Act* (British Columbia) shall be determined by arbitration in British Columbia.

ARTICLE 17
GENERAL

- 17.1 **Expenses:** All costs and expenses incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.
- 17.2 **Time:** Time shall be of the essence hereof.
- 17.3 **Notices:** Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered or electronically transmitted to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party as set out on the first page of this Agreement, or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing unless at the time of mailing or within five Business Days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered or sent by electronic transmittal. Any notice delivered or electronically transmitted to the party to whom it is addressed shall be deemed to have been given and received on the Business Day next following the day it was delivered, telecopied or electronically transmitted.
- 17.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without regard to conflict of law principles) and save and except for matters that are subject to binding decision by an expert as contemplated under Article 16 herein the parties submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.
- 17.5 **Assignment:** The rights of the parties hereunder may not be assigned by any party without the consent of the other party, such consent not to be unreasonably withheld or delayed.
- 17.6 **Severability:** If a court or other tribunal of competent jurisdiction determines that any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.
- 17.7 **Further Assurances:** The parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereunder, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and carry out its provisions whether before or after the Closing Date.

- 17.8 **Enurement:** This Agreement and each of the terms and provisions hereof shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 17.9 **Amendments and Waiver:** No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.
- 17.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, by and between any of the parties with respect to the subject matter hereof.
- 17.11 **Counterparts:** This Agreement may be executed in as many counterparts as may be necessary or by electronic transmission and each such counterpart agreement or electronic transmission so executed shall be deemed to be an original and such counterparts and copies of electronic transmissions together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

GLOBAL CARE CAPITAL INC.

Per: "Alexander Somjen"
Authorized Signatory
Name: Alexander Somjen
Title: Chief Executive Officer

HIGH STANDARD HEALTH CARE LTD.

Per: "Pat Gray"
Authorized Signatory
Pat Gray
Title: CEO

JORDAN CROCKETT

Per: "Jordan Crockett"
Jordan Crockett

8096323 BC Ltd.

Per: "Dan Kriznic"
Authorized Signatory
Dan Kriznic
Title: CEO

ADSCITITIOUS CAPITAL LTD.

Per: "*Adscititious Capital Ltd.*"
Authorized Signatory

1917478 ONTARIO CORP.

Per: "*1917478 Ontario Corp.*"
Authorized Signatory

**MARCHFIELD EQUITY HOLDINGS
INC.**

Per: "*Marchfield Equity Holdings Inc.*"
Authorized Signatory

Schedule 2.2(e)

Accounts Receivable as of Closing

ACCOUNTS RECEIVABLE MAY 26, 2020				
Customer	Date	Reference	Transaction	A/R
Albany Fire Invoice 160	24-Mar	160	114,165.00	114,165.00
Revive Health 161	24-Mar	161	4,000.00	4,000.00
Residences at Vantage Point	31-Mar	156	32,400.00	32,400.00
Residences at Vantage Point	05-May	165	4,875.00	4,875.00
City of Schenectady Invoice 166	06-May	166	26,250.00	26,250.00
City of Schenectady City Hall	06-May	168	29,500.00	29,500.00
City of Schenectady Fire Dept	06-May	169	26,000.00	26,000.00
Alta Nursing (Revive Pats Cousin)	12-May	171	45,750.00	22,932.00
SIM International Invoice #172	16-May	172	3,726.75	3,726.75
Inventory mark up				254,800.00
Albany Med			261,800.00	261,800.00
USD				780,448.75
CDN			1.40	1,092,628.25

Schedule 2.2(f)

Related Party Receivables & Payables as of Closing

Liabilities

Due to related party	\$ 1,092,628
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Schedule 5.1(k)

List of Target Contracts and related liabilities

none

Schedule 5.1(l)

Suppliers

Dongguan Eson Technology Co., LTD.

Schedule 5.1(m)

Customers

Albany Medical Centre

City of Schenectady

Schenectady Fire Department

Residences at Vantage Point

A&T Healthcare

City of Troy

Schenectady Police Department

Rockville Centre

City of Binghamton

Schedule 5.1(n)
Insurance Policies

None

Schedule 5.1(o)

Employees & Independent Contractors

Management Services Agreement between Pat Gray and Target attached.

Schedule 5.1(z)

Bank Accounts

[Redacted – Bank Information]