

AMENDMENT TO CONVERTIBLE SECURITIES PURCHASE AGREEMENT

THIS AMENDMENT (this “**Amendment**”) is dated October 19, 2022 and made **BETWEEN**:

- (1) **GLOBAL CARE CAPITAL INC.**, (the “**Company**”), a company existing under the laws of the Province of British Columbia and having its registered office at 789 West Pender Street, Suite 810, Vancouver, British Columbia, V6C 1H2 Canada; and
- (2) **MIRABEL CAPITAL, LTD.**, (the “**Investor**”), an exempted company with limited liability existing under the laws of the Cayman Islands.

RECITALS:

- (A) The Company and the Investor are parties to a Convertible Securities Purchase Agreement dated February 25, 2022 (the “**Agreement**”).
- (B) On or about October 5, 2022, the Investor delivered a notice dated October 5, 2022, under Section 10.8(A) of the Agreement requesting the consolidation of the share capital of the Company (the “**Consolidation Notice**”).
- (C) As at the date of this Amendment, the Aggregate Convertible Security Amount Outstanding is US\$454,000.
- (D) The Company has requested that (1) the effectiveness of the Consolidation Notice be suspended, and that certain of the Investor’s rights under the Agreement be suspended until January 21, 2023, and (2) all or part of the Aggregate Convertible Security Amount Outstanding be satisfied by way of the transfer by the Company of VRAX Shares held by the Company, on the terms of the Agreement, as amended by this Amendment, and the Investor has agreed to that request; and accordingly the Company and the Investor have agreed to make certain amendments to certain provisions of the Agreement pursuant to, and on the terms of, this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions and Interpretation

- 1.1 All capitalised terms that are not defined in this Amendment have the meaning given to them in the Agreement.
- 1.2 The provisions of Sections 1.2 to 1.7 of the Agreement form part of this Amendment as if set out in full in this Amendment.

2. Suspension of Consolidation Notice

- 2.1 Effective as of the Effective Date (as defined in Section 4 of this Agreement), the effectiveness of the Consolidation Notice is hereby suspended, and the Consolidation Notice shall be deemed to be of no force or effect until the “Effective Date of the Consolidation Notice” (if any), being the date that is the sixth Vancouver Business Day after the earlier of (a) the first date on which an Event of Default occurs, and (b) the Conversion Notice Date of a Conversion Notice whereby the Investor requests a transfer of VRAX Conversion Shares to the Investor (provided that immediately following such transfer, the Aggregate Convertible Security Amount Outstanding would be greater than zero); except that if the Company undertakes a consolidation of its share capital at a ratio of one post-consolidation common share for no less than twenty (20) pre-consolidation common shares

at any time prior to a date that would otherwise be the Effective Date of the Consolidation Notice, the Consolidation Notice shall remain of no force or effect after such date.

2.2 Provided that no Event of Default has occurred, during the period beginning on the Effective Date and ending on January 21, 2023, the Investor must not, without the prior consent of the Company, provide a Conversion Notice under Section 4.1 of the Agreement in relation to any part, or all, of the Aggregate Convertible Security Amount Outstanding.

2.3 Except as expressly provided for by this Section 2, nothing in this Section 2 limits, by implication or otherwise, the rights and remedies of the Investor under the Agreement.

3. **Amendments to the Agreement**

3.1 The definition of “Conversion Date” in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“**Conversion Date**” has the meaning given to that term in Section 4.1(F).”

3.2 The definition of “Conversion Shares” in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“**Conversion Shares**” has the meaning given to that term in Section 4.1(B).”

3.3 The definition of “Convertible Security Amount Outstanding” in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“**Convertible Security Amount Outstanding**” means, in relation to a Convertible Security, at any time, that part of the Principal Amount of such Convertible Security in respect of which Investor’s Shares have not yet been duly issued or VRAX Conversion Shares have not yet been duly transferred, in accordance with this Agreement (including Sections 4 and 5), or which has not been duly repaid by the Company.”

3.4 The definition of “Second Closing Date” in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“**Second Closing Date**” means the date (if any) mutually agreed upon by the Company and the Investor, which date (if any) may not be after the Second Closing Outside Date; and following the occurrence of the Second Closing, the Second Closing Date shall be the date on which such Second Closing actually occurred. Notwithstanding anything in this Agreement to the contrary, neither the Investor nor the Company shall have any obligation to (A) reach an agreement, or negotiate to reach an agreement, as to the date of the Second Closing Date for the Second Closing pursuant to this definition or (B) complete the Second Closing unless and until the Investor and the Company mutually agree on the date of the Second Closing Date for the Second Closing (and, for clarity, in the event the Investor and the Company do so mutually agree on the date of the Second Closing Date for the Second Closing, the occurrence of the Second Closing shall be on the terms and subject to the conditions of this Agreement).”

3.5 The definition of “Second Closing Outside Date” in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“**Second Closing Outside Date**” means the date falling 600 calendar days following the First Closing Date.”

3.6 The definition of “Securities” in Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“**Securities**” means each of the Convertible Securities, the Investor’s Shares, and the VRAX Conversion Shares and all of the foregoing collectively, and “**Security**” means any of the foregoing.”

3.7 Section 1.1 of the Agreement is hereby amended by adding the following definitions thereto (in alphabetical order):

“**Actual VRAX Trading Day**” means a VRAX Trading Day on which trading actually takes place in the VRAX Shares on the Nasdaq Capital Market.

“**Compound Conversion Price**” means, in relation to VRAX Conversion Shares, the VRAX Conversion Price, or, as the case may be, in relation to Conversion Shares, the Conversion Price.

“**Compound Conversion Shares**” has the meaning given to that term in Section 4.1(E).

“**VRAX**” means Virax Biolabs Group Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands.

“**VRAX Closing Price**” means, on any date, the closing price (in US Dollars) of the VRAX Shares on the Nasdaq Capital Market on that date (or if such date is not an Actual VRAX Trading Day, the Actual VRAX Trading Day immediately prior to such date), as reported by Bloomberg, LP or, at the Investor’s election, another internationally recognised market data provider selected by the Investor, and rounded down to three decimal places.

“**VRAX Conversion Price**” means, in relation to a Conversion, 90% of the VRAX Closing Price on the VRAX Reference Date specified in the Conversion Notice relating to such Conversion, rounded down to the next Rounding Number.

“**VRAX Conversion Shares**” has the meaning given to that term in Section 4.1(B).

“**VRAX Direct Registration System**” means the direct registration book-entry system of the VRAX’s transfer agent through which VRAX Shares may be held in electronic book-entry form.

“**VRAX DRS Advice**” means, as to any VRAX Shares held by a person, a statement produced by the VRAX Direct Registration System evidencing such VRAX Shares held by such person in the VRAX Direct Registration System.

“**VRAX Reference Date**” means, in relation to a Conversion, the date specified as the VRAX Reference Date in the Conversion Notice relating to such Conversion, which date may be any day during the period beginning on January 21, 2023, and ending on February 21, 2023.

“**VRAX Registered Holder**” means, as to any VRAX Conversion Shares at any time, the Investor or the Sponsor or the nominee of the Investor or the Sponsor in whose name such VRAX Conversion Shares are registered as the holder thereof at such time in the VRAX Direct Registration System or otherwise.

“VRAX Share” means an ordinary share in VRAX, each of \$0.0001 par value, and **“VRAX Shares”** has a corresponding meaning.

“VRAX Start Date” means October 19, 2022.

“VRAX Trading Day” means any day on which the VRAX Shares, or other securities (as the case may be) may be traded on the Nasdaq Capital Market.”

3.8 Section 1.2(K) of the Agreement is hereby amended and restated to read as follows:

“(K) References to “issue” and derivations thereof (1) where such references relate to a Share or Shares, shall be construed as references to the words “issue and allot, credited as fully paid and non-assessable” and derivations thereof, and (2) where such references relate to a VRAX Share or VRAX Shares, shall be construed as references to the word “transfer” and derivations thereof.”

3.9 Section 2.2 of the Agreement is hereby amended by adding the reference to “(if any)” immediately after the reference to “on the Second Closing Date” therein.

3.10 Section 4.1 of the Agreement is hereby amended and restated to read as follows:

“4.1 Conversions of the Convertible Securities

Subject to the provisions of this Agreement, while there is an Aggregate Convertible Security Amount Outstanding, the Investor may, in its discretion, elect to convert the Aggregate Convertible Security Amount Outstanding or any part thereof into Shares or VRAX Shares, as applicable, by providing the Company with notice (each, a **“Conversion Notice”**; the date of each such notice, a **“Conversion Notice Date”**; and each issuance or transfer, as applicable, of Compound Conversion Shares, a **“Conversion”**) specifying:

- (A) such part of the Aggregate Convertible Security Amount Outstanding (or, as the case may be, the entire Aggregate Convertible Security Amount Outstanding as at such time) in relation to which the Investor requires the Conversion to occur (the **“Conversion Amount”**);
- (B) whether the Conversion is to be satisfied through (1) an issue of Shares (**“Conversion Shares”**), or (2) subject to Section 4.2(C), a transfer of VRAX Shares (**“VRAX Conversion Shares”**);
- (C) in the event that the Conversion is to be satisfied through an issue of Conversion Shares, the Canadian Dollar Equivalent of the relevant Conversion Amount and the manner in which such amount was calculated by the Investor;
- (D) (1) the Reference Date and the Conversion Price applicable to the Conversion or (2) as applicable, the VRAX Reference Date and the VRAX Conversion Price applicable to the Conversion;
- (E) the number of Conversion Shares or VRAX Conversion Shares (collectively, the **“Compound Conversion Shares”**) that the Company must transfer or issue (as applicable), to the Investor in respect of that Conversion. That number must be determined by dividing (1) in the case of an issue of Conversion Shares, the

Canadian Dollar Equivalent of the Conversion Amount (before giving effect to any set-offs under this Agreement) by the Conversion Price notified by the Investor pursuant to Section 4.1(D)(1), or (2) in the case of a transfer of VRAX Conversion Shares, the Conversion Amount (before giving effect to any set-offs under this Agreement) by the VRAX Conversion Price notified by the Investor pursuant to Section 4.1(D)(2). If the resultant number contains a fraction, the number must be rounded down to the next lower whole number;

- (F) the date, determined by the Investor in its discretion, on which the Company must issue the Conversion Shares or transfer the VRAX Conversion Shares, as applicable, to the Investor (the “**Conversion Date**”) in respect of that Conversion, provided that the Conversion Date is any date that is subsequent to the Conversion Notice Date; and
- (G) the details of the Investor or its or the Sponsor’s designee or nominee to whom the Compound Conversion Shares are to be delivered through the Direct Registration System or (as applicable) VRAX Direct Registration System, in accordance with this Agreement (or, in the case of an issue of Conversion Shares, in the event that the Investor elects to receive the Conversion Shares into the Investor’s Brokerage Account, the details of the Investor’s Brokerage Account into which the Conversion Shares are to be delivered in accordance with this Agreement),

and, following the receipt of the Conversion Notice, the Company must effect the Conversion of the Conversion Amount specified in that Conversion Notice by issuing the number of Conversion Shares, or (as applicable) transferring the number of VRAX Conversion Shares, to the Investor in accordance with this Agreement (including Sections 4 and 5 hereof), specified in that Conversion Notice on the Conversion Date specified in that Conversion Notice, in the manner specified in that Conversion Notice. Any such Conversion Shares shall be issued by the Company at such time, and any such VRAX Conversion Shares shall be transferred by the Company at such time. For clarity, more than one Conversion may occur under this Agreement.”

3.11 Section 4.2 of the Agreement is hereby amended by adding new sub-section (C) thereto to read as follows:

“(C) Provided that no Event of Default has occurred, if the Conversion Date specified in a Conversion Notice is a date that occurs on or prior to January 21, 2023 or a date that occurs after February 28, 2023, then such Conversion Notice shall not specify that the related Conversion is to be satisfied through a transfer of VRAX Conversion Shares.”

3.12 Sections 4.5, 13.1 and 14.2(A) of the Agreement are each hereby amended by deleting each reference to “Conversion Shares” therein and replacing each such reference with “Compound Conversion Shares”.

3.13 Section 4.5 of the Agreement is hereby amended by deleting each reference to “Conversion Price” therein and replacing each such reference with “Compound Conversion Price”.

3.14 Section 4.7 of the Agreement is hereby amended by:

- (A) adding the reference to “or transfer of VRAX Conversion Shares, as applicable” immediately after the reference to “(and, if applicable, Reference Shares)” therein; and
 - (B) deleting the reference to “Conversion Shares and Reference Shares” therein and replacing such reference with “Conversion Shares, Reference Shares and VRAX Conversion Shares”.
- 3.15 Section 5.2 of the Agreement is hereby amended by adding a new sub-section (F) thereto as follows:
- “(F) The Company shall ensure that all VRAX Conversion Shares, when transferred, are received by the Investor (or a designee or nominee of the Investor or the Sponsor), free of any restrictive or trading legend, in electronic form in the VRAX Direct Registration System by electronic registration of a book-entry position representing such VRAX Conversion Shares, registered in the name of the Investor (or a designee or nominee of the Investor or the Sponsor), in the accordance with the Investor’s instructions, or by means of any such other method of share transfer that is acceptable to the Investor in its sole discretion. In addition, in relation to any transfer of VRAX Conversion Shares being delivered in accordance with this Section 5.2(F), the Company shall cause VRAX or VRAX’s transfer agent to deliver to the Investor (and, if the Investor is not the VRAX Registered Holder of such VRAX Conversion Shares, to such VRAX Registered Holder) a VRAX DRS Advice evidencing such VRAX Conversion Shares. Unless otherwise directed by the Investor, the VRAX Conversion Shares shall not be evidenced by physical stock certificates. In the event that any VRAX Conversion Shares are not received by the Investor in accordance with this Section 5.2(F), the Investor may, by notice to the Company at any time following the receipt of such non-conforming VRAX Conversion Shares, revoke, in whole or in part, the Conversion Notice pursuant to which such VRAX Conversion Shares were transferred, in which event the transfer of such VRAX Conversion Shares shall be deemed to be void.”
- 3.16 Section 5.3(A) of the Agreement is hereby amended by deleting the reference to “Law Legend” therein and replacing such reference with “Act legend”.
- 3.17 Section 5.3 of the Agreement is hereby amended by adding the reference to “(other than VRAX Conversion Shares)” after each reference to “Securities” therein (other than, for the avoidance of doubt, any reference to “U.S. Securities Act” or “state securities laws” (having regard to Section 2.13 of this Amendment)).
- 3.18 Section 9.2 of the Agreement is hereby amended by:
- (A) adding the reference to “and the VRAX Shares” immediately after the reference to “Company’s publicly-traded securities” therein; and
 - (B) adding the reference to “or transfer VRAX Conversion Shares” immediately after the reference to “Investor’s Shares” therein.
- 3.19 Section 10.9 of the Agreement is hereby amended by:

- (A) deleting the reference to “and” at the end of sub-section (H) thereof;
- (B) deleting the reference to the period at the end of sub-section (I) thereof and replacing such reference with “,”; and
- (C) adding new sub-sections (J) and (K) as follows:

“(J) ensure that all VRAX Conversion Shares are delivered and transferred (1) fully paid and will not subject to any calls for further funds, (2) free and clear of any Security Interests, and (3) in full compliance with applicable Law, including the U.S. Securities Act, and all rights of third parties; and

(K) ensure that all VRAX Conversion Shares are (1) not restricted securities within the meaning of Rule 144 under the U.S. Securities Act, and (2) otherwise freely tradeable following their transfer to the Investor”.

3.20 Section 10 of the Agreement is hereby amended by adding a new Section 10.10 as follows:

“10.10 VRAX Shares

- (A) Promptly following the Investor’s request, which the Investor may make at any time and from time to time for so long as there is an Aggregate Convertible Security Amount Outstanding, the Company must disclose to the Investor in writing the number of VRAX Shares that the Company holds as at the date of such request.
- (B) For so long as there is an Aggregate Convertible Security Amount Outstanding, the Company shall not sell, transfer, assign, pledge, encumber or otherwise dispose of any VRAX Shares that it holds as at VRAX Start Date or any VRAX Shares that it acquires at any time after the VRAX Start Date.
- (C) Notwithstanding any other provision in any Transaction Document, nothing in any Transaction Document shall at any time give the Investor:
 - (1) any power to exercise, or any control of the exercise of, a right to vote attached to any VRAX Share that is held by the Company; or
 - (2) except as expressly provided in Section 10.10(B), any control of the exercise of a power to dispose of any VRAX Share that is held by the Company.”

3.21 Section 12.1 of the Agreement is hereby amended by:

- (A) adding a reference to “or VRAX” immediately after each reference to “Company” in Sections 12.1(C), (D), (E) and (F) (for clarity, there being two sub-sections 12.1(F) in the Agreement as a result of a typographical error, this being a reference to the latter of the two sub-sections F); and
- (B) adding a new sub-section (W) as follows:
 - “(W) (1) Any VRAX Conversion Shares are not, or would not be, freely tradeable on the Nasdaq Capital Market following their transfer to the Investor;
 - (2) A suspension of trading of VRAX Shares on NASDAQ or a delisting of VRAX Shares from NASDAQ or a similar action is requested by VRAX or

requested or imposed by NASDAQ, the United States Securities and Exchange Commission or another Governmental Authority, or there exists any fact or circumstance which may have any such result, or trading in VRAX Shares on NASDAQ is halted for more than seventy-two hours;

(3) A Security Interest over an asset of VRAX or any of its Subsidiaries is enforced;

(4) An order ceasing or suspending trading in VRAX Shares or any other securities of VRAX is issued, or a proceeding for such purposes is initiated or threatened; or

(5) NASDAQ, the United States Securities and Exchange Commission, or VRAX, objects to any of the Contemplated Transactions or any terms thereof, or takes any action that could, in the reasonable opinion of the Investor, result in the suspension from trading or delisting of VRAX Shares on NASDAQ or VRAX's breach or violation of NASDAQ Listing Rules."

3.22 Section 15.3 of the Agreement is hereby amended by adding the reference to "or VRAX Conversion Shares" immediately after each reference to "Investor's Shares" therein.

3.23 Section 16.7(F) of the Agreement is hereby amended and restated to read as follows:

"(F) The Company's address and e-mail address is as follows:

Attention: Hugh Maddin, Chief Executive Officer

Global Care Capital Inc.
789 West Pender Street, Suite 810
Vancouver, British Columbia
V6C 1H2, Canada
E-mail address: hughmaddin@globalcarecapital.com;
[Redacted - personal email address]

3.24 Schedule 1 to the Agreement is hereby amended by adding a new Section 3A as follows:

"3A. **VRAX Shares**

(A) As at the VRAX Start Date, the Company holds 324,062 VRAX Shares.

(B) The VRAX Shares held by the Company (1) are fully paid and are not subject to calls for further funds or any pre-emptive or other preferential rights or restrictions, (2) will, at any time on or after January 21, 2023, be freely tradeable in compliance with all applicable Laws, including the U.S. Securities Act, (3) rank pari passu with all the other outstanding VRAX Shares, and (4) are not subject to any Security Interest.

(C) No stamp registration, documentation or similar tax will be due in connection with the transfer of VRAX Shares to the Investor in connection with this Agreement.

(D) The Company is not an affiliate (within the meaning of Rule 144 of the U.S. Securities Act) of VRAX."

3.25 Schedule 1 to the Agreement is hereby amended by adding a new Section 4A as follows:

“4A. **Valid transfer**

When transferred pursuant to this Agreement, all VRAX Conversion Shares will be validly transferred and fully paid, and will be free and clear of all Security Interests and any restrictive legends or other transfer restrictions, and will not be restricted securities within the meaning of Rule 144 of the U.S. Securities Act. The transfer of the VRAX Conversion Shares pursuant to this Agreement will not constitute a violation of pre-emptive or other preferential rights or restrictions (whether by contract, statute or otherwise), or any applicable Law, including the U.S. Securities Act.”

4. **Effective Date**

This Amendment takes effect, and the parties agree to be bound by the Agreement as amended by this Amendment, on and from the date of this Amendment (the “**Effective Date**”).

5. **Remaining Provisions Unaffected**

Except as specifically amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed by the Parties. With effect on and from the Effective Date, the Agreement as amended by this Amendment is to be read as a single integrated document incorporating the amendments effected by this Amendment. All references to “this Agreement” or “the Agreement” in the Agreement as so originally executed (or in any Transaction Document or Schedule thereto) shall be deemed to refer to such Agreement as amended by this Amendment. The Company acknowledges and reaffirms that, as of the Effective Date, the Aggregate Convertible Security Amount Outstanding under the Agreement is US\$454,000.

6. **Counterparts and Faxes**

- 6.1 This Amendment may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument.
- 6.2 Such counterparts may be delivered by one party to the other by facsimile or other electronic transmission, and such counterparts are valid for all purposes.

7. **Governing Law and Jurisdiction**

- (A) THIS AMENDMENT AND ANY NON-CONTRACTUAL OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREUNDER.
- (B) WITH RESPECT TO ANY LEGAL ACTION OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AMENDMENT OR ITS SUBJECT MATTER, EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE PROVINCE OF BRITISH COLUMBIA IN THE CITY OF VANCOUVER, AND EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING HERETO BROUGHT IN ANY SUCH COURTS, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM AND

FURTHER IRREVOCABLY WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH CLAIM, SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY, PROVIDED THAT SERVICE OF PROCESS HAS BEEN MADE BY ANY LAWFUL MEANS.

- (C) No third party shall have any right to enforce any term or condition of this Amendment.

IN WITNESS WHEREOF this Amendment has been executed and delivered on the date stated at the beginning.

GLOBAL CARE CAPITAL INC.

By: "Hugh Maddin"
Name: Hugh Maddin
Title: Chief Executive Officer

MIRABEL CAPITAL, LTD. by **BERGEN GLOBAL OPPORTUNITY FUND, LP**, its power-of-attorney, by **BERGEN ASSET MANAGEMENT, LLC**, its investment manager

By: "Eugene Tablis"
Name: Eugene Tablis
Title: Managing Director