

AMALGAMATION AGREEMENT

AMONG:

PHARMADRUG INC.

AND:

1000690849 ONTARIO INC.

AND:

SECUREDOSE SYNTHETICS INC.

OCTOBER 27, 2023

TABLE OF CONTENTS

PART 1 INTERPRETATION	2
DEFINITIONS	2
INTERPRETATION	6
EXHIBITS.....	7
PART 2 THE AMALGAMATION	7
AGREEMENT TO AMALGAMATE	7
EFFECT OF AMALGAMATION.....	7
NAME.....	8
REGISTERED OFFICE	8
AUTHORIZED CAPITAL AND RESTRICTIONS ON SHARE TRANSFERS	8
FISCAL YEAR	8
BUSINESS	8
INITIAL DIRECTORS.....	8
INITIAL OFFICERS	8
BY-LAWS.....	9
EXCHANGE OF PHARMADRUG SUB SHARES AND SECUREDLOSE SHARES	9
SECUREDLOSE FINDER WARRANTS AND SECUREDLOSE WARRANTS	9
STATED CAPITAL	9
COMPLETION OF THE AMALGAMATION AND EFFECTIVE DATE	9
ACKNOWLEDGMENT OF ESCROW AND RESALE RESTRICTIONS	10
PHARMADRUG GUARANTEE.....	10
PART 3 COVENANTS	10
MUTUAL COVENANTS.....	10
ADDITIONAL COVENANTS OF PHARMADRUG AND PHARMADRUG SUB	12
ADDITIONAL COVENANTS OF SECUREDLOSE	13
PART 4 REPRESENTATIONS AND WARRANTIES	13
REPRESENTATIONS AND WARRANTIES OF PHARMADRUG AND PHARMADRUG SUB	13
REPRESENTATIONS AND WARRANTIES OF SECUREDLOSE	16
SURVIVAL OF REPRESENTATION AND WARRANTIES	20
PART 5 AGREEMENTS	20
SECUREDLOSE SHAREHOLDER RESOLUTION	20
TRANSACTION.....	20
PREPARATION OF FILINGS	21
FINANCING.....	21
PART 6 INDEMNIFICATION	21
MUTUAL INDEMNIFICATIONS FOR BREACHES OF WARRANTY	21
LIMITATION ON MUTUAL INDEMNIFICATION	22
PROCEDURE FOR INDEMNIFICATION	22
PART 7 CONDITIONS PRECEDENT	23
MUTUAL CONDITIONS PRECEDENT	23
ADDITIONAL CONDITIONS TO OBLIGATIONS OF PHARMADRUG	24

ADDITIONAL CONDITIONS TO OBLIGATIONS OF SECURED OSE	25
NOTICE AND EFFECT OF FAILURE TO COMPLY WITH CONDITIONS	27
SATISFACTION OF CONDITIONS	27
PART 8 AMENDMENT	27
AMENDMENT	27
PART 9 TERMINATION	28
TERMINATION	28
PART 10 GENERAL	28
NOTICES	28
BINDING EFFECT	29
ASSIGNMENT	29
ENTIRE AGREEMENT	29
PUBLIC COMMUNICATIONS	30
NO SHOP	30
COSTS	31
CONFIDENTIALITY	31
SEVERABILITY	31
FURTHER ASSURANCES	32
TIME OF ESSENCE	32
APPLICABLE LAW AND ENFORCEMENT	32
WAIVER	32
COUNTERPARTS	32

EXHIBIT “A” – FORM OF ARTICLES OF AMALCO

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is dated as of the 27th day of October, 2023.

AMONG:

PHARMADRUG INC., a corporation existing under the laws of the Province of Ontario

(“**Pharmadrug**”);

AND:

1000690849 ONTARIO INC., a corporation existing under the laws of the Province of Ontario

(“**Pharmadrug Sub**”);

AND:

SECUREDLOSE SYNTHETICS INC., a corporation existing under the laws of the Province of Ontario

(“**Securedose**”);

WHEREAS:

(A) It is intended that Securedose and Pharmadrug Sub, a wholly-owned subsidiary of Pharmadrug, will amalgamate and form one corporation under the provisions of the OBCA (the “**Amalgamation**”); and

(B) Upon the Amalgamation taking effect, shareholders of Securedose will receive common shares of Pharmadrug in the proportion and to the extent set out herein (the “**Transaction**”);

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto do hereby covenant and agree as follows:

PART 1
INTERPRETATION

Definitions

1.1 In this Agreement, the following defined terms have the meanings hereinafter set forth:

- (a) “**Agreement**” means this Amalgamation Agreement (including the exhibits hereto) as supplemented, modified or amended, and not to any particular article, section, schedule, exhibit or other portion hereof;
- (b) “**Amalco**” means the corporation continuing from the Amalgamation;
- (c) “**Amalco Shares**” means the common shares in the capital of Amalco;
- (d) “**Amalgamation**” means the amalgamation of Pharmadrug Sub and Securedose under the provisions of the OBCA on the terms and conditions set forth in this Agreement;
- (e) “**Amalgamation Resolution**” means the unanimous consent resolution in respect of the Amalgamation to be executed by the Securedose Shareholders;
- (f) “**Applicable Canadian Securities Laws**” means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date;
- (g) “**Applicable Laws**”, in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or persons or its or their business, undertaking, property or securities;
- (h) “**Articles**” means the Articles of Amalco, which will be in substantially the form set out in Exhibit “A” to this Agreement;
- (i) “**Business**” means the business and activities currently carried on by Securedose;
- (j) “**Business Day**” means a day other than a Saturday, Sunday or other day when banks in the City of Toronto, Ontario, are not generally open for business;

- (k) “**Claims**” has the meaning set forth under §6.1;
- (l) “**Constating Documents**” means as to each of the Parties, its certificate of incorporation, notice of articles and articles as in effect as of the date of this Agreement;
- (m) “**Corporate Records**” means the corporate records of Securedose including the Constating Documents, central securities register, registers of directors, list of bank accounts and signing authorities and minutes of shareholders’ and directors’ meetings;
- (n) “**Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (o) “**Effective Time**” means the effective time of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (p) “**Encumbrances**” means any encumbrance of any kind whatever and includes any pledge, lien, charge, security interest, lease, title retention agreement, mortgage, hypothec, restriction, royalty, right of first refusal, development or similar agreement, option or adverse claim or encumbrance of any kind or character whatsoever or howsoever arising, and any right or privilege capable of becoming any of the foregoing;
- (q) “**Exchange**” means the Canadian Securities Exchange;
- (r) “**Financing**” has the meaning set forth under §5.4;
- (s) “**Governmental Authority**” means any federal, state, provincial and municipal government, regulatory authority, governmental department, ministry, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal, stock exchange, dispute settlement panel or body or other law, rule or regulation-making entity having jurisdiction;
- (t) “**IFRS**” means International Financial Reporting Standards applicable as of the date of the financial statements, document or event in question;
- (u) “**ITA**” means the *Income Tax Act* (Canada), as amended, including the regulations promulgated thereunder, as amended from time to time;
- (v) “**Material Adverse Change**” or “**Material Adverse Effect**” means, with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise, of such Person and its subsidiaries, if applicable, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the

other Party prior to the date of this Agreement; (ii) any action or inaction taken by such Person to which the other Person had consented in writing; (iii) the announcement of the transactions contemplated by the Amalgamation or this Agreement; or (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide;

- (w) “**Material Change**” and “**Material Fact**” has the meanings ascribed thereto under the Applicable Canadian Securities Laws;
- (x) “**Material Contract**” means those contracts, agreements, understandings or arrangements entered into by Securedose which have individual payment obligations on the part of Securedose that exceed \$50,000, are for a term extending one year after the Effective Time, have been entered into out of the ordinary course of business, or are otherwise material to the Business;
- (y) “**OBCA**” means the *Business Corporations Act* (Ontario), as amended, including the regulations promulgated thereunder;
- (z) “**Outside Date**” means November 30, 2023;
- (aa) “**Parties**” means, collectively, the parties to this Agreement, and “**Party**” means any one of them;
- (bb) “**Permit**” means any and all permits, licences, agreements, concessions, approvals, certificates, consents, certificates of approval, rights, privileges or franchises, registrations (including any required export/import approvals) and exemptions of any nature and other authorizations, conferred or otherwise granted by any Governmental Authority;
- (cc) “**Pharmadrug**” means Pharmadrug Inc., a corporation organized under the laws of Ontario;
- (dd) “**Pharmadrug Shares**” means the common shares in the capital of Pharmadrug;
- (ee) “**Pharmadrug Sub**” means 1000690849 Ontario Inc., a wholly-owned subsidiary of Pharmadrug;
- (ff) “**Pharmadrug Sub Shares**” means common shares in the capital of Pharmadrug Sub;
- (gg) “**Public Record**” means all information filed by Pharmadrug with any securities commission or similar regulatory authority which are available through the SEDAR+ website as of the date hereof;
- (hh) “**Registrar**” means the Registrar of Companies or a Deputy Registrar of Companies for the Province of Ontario duly appointed under the OBCA;

- (ii) “**Securedose**” means Securedose Synthetics Inc., a corporation organized under the laws of Ontario;
- (jj) “**Securedose Approval**” means the consent resolution of the Securedose Shareholders to consider and, if thought fit, authorize, approve and adopt the Securedose Shareholder Resolution and related matters;
- (kk) “**Securedose Shareholder Resolution**” means the consent resolution in respect of the Transaction to be unanimously approved by the Securedose Shareholders;
- (ll) “**Securedose Shareholders**” means the holders of Securedose Shares;
- (mm) “**Securedose Shares**” means the issued and outstanding common shares in the capital of Securedose;
- (nn) “**Securedose Finder Warrants**” means each warrant issuable to finders in the Financing upon conversion of the Subscription Receipts, with each warrant entitling the holder thereof the right to purchase one Securedose Shares, subject to any adjustment, at an exercise price of \$0.10 per Securedose Shares until September 22, 2025;
- (oo) “**Securedose Intellectual Property**” means all patents, patentable subject matter, copyrights, registered and unregistered trade-marks, service marks, domain names, trade-names, logos, commercial symbols, industrial designs (including applications for all of the foregoing and renewals, divisions, extensions and reissues, where applicable, relating thereto), inventions, licences, sublicences, trade secrets, know how, confidential and proprietary information, patterns, drawings, computer software, databases and all other intellectual property, whether registered or not, owned by, licensed to or used by Securedose, where and to the extent that the loss of such ownership or license rights or rights to use would have or would be reasonably expected to have a Material Adverse Effect on Securedose, in any format or medium whatsoever owned by, licensed to, or used by Securedose, in any format or medium whatsoever;
- (pp) “**Securedose Warrants**” means each whole warrant issuable upon conversion of the Subscription Receipts without payment of additional consideration, with each whole warrant entitling the holder thereof the right to purchase one Securedose Shares, subject to any adjustment, at an exercise price of \$0.10 per Securedose Shares until September 22, 2025;
- (qq) “**Securities Act**” means the *Securities Act* (Ontario), as amended, including the regulations promulgated thereunder;
- (rr) “**Subscription Receipts**” has the meaning set forth under §5.4
- (ss) “**subsidiary**” has the meaning ascribed thereto in the Securities Act;
- (tt) “**Transaction**” has the meaning ascribed thereto in the recitals to this Agreement;

- (uu) “**Transfer Agent**” means Capital Transfer Agency, the transfer agent for the Pharmadrug Shares; and
- (vv) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules, regulations and orders promulgated thereunder.

Interpretation

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

- (a) the division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereto”, “herein” and “hereunder” and similar expressions refer to this Agreement (including exhibits hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto;
- (b) words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders;
- (c) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) if any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place;
- (e) any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and to any regulations promulgated thereunder. References to any agreement or document will be to such agreement or document (together with all schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time;
- (f) all sums of money that are referred to in this Agreement are expressed in lawful money of Canada unless otherwise noted;
- (g) unless otherwise stated, all accounting terms used in this Agreement will have the meanings attributable thereto under IFRS and all determinations of an accounting nature are required to be made will be made in a manner consistent with IFRS;
- (h) all representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are

subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principals of equity);

- (i) where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after due inquiry; and
- (j) the Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

Exhibits

1.3 The following exhibits attached hereto are incorporated into and form an integral part of this Agreement:

Exhibit "A" – Form of Articles of Amalco

PART 2 **THE AMALGAMATION**

Agreement to Amalgamate

2.1 The Parties agree that Pharmadrug Sub and Securedose will amalgamate pursuant to the provisions of the OBCA as of the Effective Date and continue as one corporation on the terms and conditions set out in this Agreement.

Effect of Amalgamation

2.2 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

- (a) Securedose and Pharmadrug Sub will be amalgamated and continue as one corporation;
- (b) each of Securedose and Pharmadrug Sub will cease to exist as entities separate from Amalco;
- (c) the property of each of Pharmadrug Sub and Securedose will continue to be the property of Amalco;
- (d) Amalco will continue to be liable for the obligations of each of Pharmadrug Sub and Securedose; and

(e) the Articles attached hereto as Exhibit "A" will be the articles of Amalco.

Name

2.3 The name of Amalco will be "Securedose Synthetics Corp."

Registered Office

2.4 The registered office of Amalco will be Suite 2905 – 77 King Street West, Toronto, Ontario M5K 1H1.

Authorized Capital and Restrictions on Share Transfers

2.5 The authorized capital of Amalco will consist of an unlimited number of common shares without par value, which will have the rights, privileges, restrictions and conditions set out in the Articles. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles.

Fiscal Year

2.6 The fiscal year end of Amalco will be December 31 of each calendar year.

Business

2.7 There will be no restriction on the business which Amalco is authorized to carry on.

Initial Directors

2.8 The first directors of Amalco will be the persons whose name and address appear below:

<u>Name</u>	<u>Address</u>
Robert J. Steen	Suite 2905 – 77 King Street West Toronto, Ontario M5K 1H1

Such directors will hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

Initial Officers

2.9 The first officers of Amalco will be the persons whose name and position appear below:

<u>Name</u>	<u>Position</u>
Robert J. Steen	President and Secretary

By-Laws

2.10 The by-laws of Amalco, until repealed, amended or altered, will be the current by-laws of Securedose. A copy of the proposed by-laws may be examined at Suite 2905 – 77 King Street West, Toronto, Ontario M5K 1H1.

Exchange of Pharmadrug Sub Shares and Securedose Shares

2.11 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

- (a) each Securedose Shareholder will receive one Pharmadrug Share in exchange for each Securedose Share held by such holder and the Securedose Shares will be cancelled;
- (b) Pharmadrug will receive one Amalco Share in exchange for each Pharmadrug Sub Share held by it and the Pharmadrug Sub Shares will be cancelled; and
- (c) in consideration for Pharmadrug's issuance of Pharmadrug Shares referenced in §2.11(a), Amalco will issue to Pharmadrug one Amalco Share for each Pharmadrug Share issued by Pharmadrug under §2.11(a).

Securedose Finder Warrants and Securedose Warrants

2.12 The Parties acknowledge that, as at the Effective Time, the Securedose Finder Warrants and Securedose Warrants will cease to represent a right to acquire Securedose Shares and will provide the right to acquire Pharmadrug Shares, all in accordance with the adjustment provisions provided in the certificates representing the Securedose Finder Warrants and Securedose Warrants.

Stated Capital.

2.13 Upon the Amalgamation, Amalco shall add to the stated capital account maintained in respect of the Amalco Shares an amount equal to the aggregate paid up capital for purposes of the Tax Act of the Pharmadrug Sub Shares and the Securedose Shares immediately before the Effective Time.

2.14 Upon the Amalgamation, Pharmadrug shall add to the stated capital account maintained in respect of the Pharmadrug Shares an amount equal to the aggregate paid up capital for purposes of the Tax Act of the Securedose Shares immediately before the Effective Time.

Completion of the Amalgamation and Effective Date

2.15 Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, Securedose and Pharmadrug Sub will immediately deliver to the Registrar the Amalgamation application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation will become effective at the Effective Time.

Acknowledgment of Escrow and Resale Restrictions

2.16 Securedose acknowledges and agrees that any Pharmadrug Shares issued in connection with the Transaction will be issued under prospectus exemptions pursuant to National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators (“**NI 45-106**”) but shall be issued free and clear of all Encumbrances pursuant to prospectus exemptions under applicable laws and will not be subject to a “restricted period” within the meaning of section 2.5 of National Instrument 45-102 – *Resale Restrictions* or any restrictions on resale imposed by the Exchange, and will not contain any restrictive legends.

Pharmadrug Guarantee

2.17 Pharmadrug hereby unconditionally and irrevocably guarantees the due and punctual performance by Pharmadrug Sub of each and every covenant and obligation of Pharmadrug Sub arising under the Amalgamation. Pharmadrug hereby agrees that Securedose will not have to proceed first against Pharmadrug Sub before exercising its rights under this guarantee against Pharmadrug.

PART 3 **COVENANTS**

Mutual Covenants

3.1 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of the Parties will:

- (a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (b) not incur any indebtedness other than in the ordinary course of business consistent with its past practice, or as required in connection with the Transaction;
- (c) not alter or amend its Constatting Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;
- (d) take, or cause to be taken, all action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Amalgamation, including using reasonable commercial efforts:
 - (i) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;

- (ii) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Amalgamation;
 - (iii) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and
 - (iv) to reasonably cooperate with the other Parties and their tax advisors in structuring the Amalgamation and other transactions contemplated to occur in conjunction with the Amalgamation in a tax effective manner and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and its tax advisors will consider necessary, acting reasonably;
- (e) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;
 - (f) use reasonable commercial efforts to obtain and maintain the third party approvals applicable to them and provide the same to the other Parties on or prior to the Effective Date;
 - (g) use their best efforts to complete the Transaction by the Outside Date;
 - (h) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of Securedose or Pharmadrug acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby. Without limiting the foregoing, except as provided in this Agreement, none of the Parties will (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement (other than on the exercise of convertible securities);
 - (i) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information will be true and complete in all material respects and will not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will

notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;

- (j) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and the Parties will in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this §3.1(j);
- (k) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and
- (l) not, directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into discussions or negotiations with any person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

Additional Covenants of Pharmadrug and Pharmadrug Sub

3.2 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of Pharmadrug and Pharmadrug Sub covenant and agree that:

- (a) Pharmadrug and Pharmadrug Sub will use their best efforts to satisfy or cause the satisfaction of the conditions set forth in §7.1 and §7.3 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of Pharmadrug or Pharmadrug Sub, as the case may be;
- (b) Pharmadrug will, as the sole shareholder of Pharmadrug Sub, approve by special resolution the Amalgamation, together with such matters as are required to effect the Amalgamation; and
- (c) Pharmadrug will, on the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the Pharmadrug Shares issuable under the Amalgamation to holders of the Securedose Shares and will direct the Transfer Agent to distribute the Pharmadrug Shares to the holders of the Securedose Shares in accordance with the terms of the Amalgamation.

Additional Covenants of Securedose

3.3 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, Securedose covenants and agrees that:

- (a) Securedose will use its best commercial efforts to satisfy or cause the satisfaction of the conditions set forth in §7.1 and §7.2 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of Securedose;
- (b) Securedose will use reasonable commercial efforts to seek approval of the Amalgamation Resolution, together with the approval of such matters as are required to effect the Amalgamation; and
- (c) Securedose shall not enter into any other material transaction nor any acquisitions of businesses or assets in the ordinary course, which acquisitions collectively exceed a premium of 15% of the valuation of Securedose, without the prior written consent of Pharmadrug, such consent not to be unreasonably withheld.

PART 4 **REPRESENTATIONS AND WARRANTIES**

Representations and Warranties of Pharmadrug and Pharmadrug Sub

4.1 Pharmadrug and Pharmadrug Sub represent and warrant to Securedose as follows, and acknowledge that Securedose is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) each of Pharmadrug and Pharmadrug Sub has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) each of Pharmadrug and Pharmadrug Sub is duly incorporated under the OBCA, is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) Pharmadrug is a “reporting issuer” in the provinces of Alberta, British Columbia, Manitoba, Ontario, and Québec and is currently listed on the Exchange;
- (d) Pharmadrug is authorized to issue an unlimited number of common shares, of which 51,383,487 common shares are outstanding as at the date hereof;
- (e) Pharmadrug Sub is authorized to issue an unlimited number of common shares, of which 1 common share is outstanding as at the date hereof, which is held by Pharmadrug;
- (f) other than the securities disclosed in the Public Record, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments

or other writings of any kind whatsoever which constitute a “security” of Pharmadrug or Pharmadrug Sub (as that term is defined in the Securities Act) and Pharmadrug has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Pharmadrug of any Pharmadrug Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Pharmadrug Shares;

(g) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Pharmadrug or Pharmadrug Sub at law or in equity or before or by any Governmental Authority, nor are there, to their knowledge, any pending or threatened;

(h) this Agreement is a binding agreement on Pharmadrug and Pharmadrug Sub, enforceable against each of them in accordance with its terms and conditions;

(i) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the material contracts and the Constatting Documents of Pharmadrug, director or shareholder minutes of Pharmadrug, any agreement or instrument to which Pharmadrug is a party or by which Pharmadrug is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Pharmadrug;

(j) the documents and materials comprising the Public Record of Pharmadrug are in all material respects accurate and up to date and contain no misrepresentation, nor omit any facts, the omission of which makes the Public Record or any particulars therein, materially misleading or incorrect;

(k) neither Pharmadrug nor Pharmadrug Sub has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Pharmadrug nor Pharmadrug Sub of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in the financial statements of Pharmadrug as disclosed in the Public Record or incurred in the ordinary course of business following the dates of the most recent financial statements of Pharmadrug;

(l) Pharmadrug will not, as of the Effective Time, have any continuing obligations in respect of office or equipment leases or any other material obligations;

(m) neither Pharmadrug nor Pharmadrug Sub has any outstanding taxes due and payable;

(n) Pharmadrug is up to date and current with all filings required by the Securities Commissions of Alberta, British Columbia, Manitoba, Ontario, and Québec;

- (o) as at the date hereof, there are no reasonable grounds for believing that any creditor of Pharmadrug or Pharmadrug Sub will be prejudiced by the Amalgamation;
- (p) as at the date hereof, Pharmadrug has no subsidiaries, except for Pharmadrug Sub, Aura Health Corp., Interrobang Ltd., Sairiyo Therapeutics Inc., Green Global Properties Inc. and Interrobank Tiel B.V.;
- (q) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of either Pharmadrug or Pharmadrug Sub or any instruments binding on it or its assets:
 - (i) which would preclude it from entering into this Agreement;
 - (ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Pharmadrug or Pharmadrug Sub;
 - (iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Pharmadrug or Pharmadrug Sub is a party or to purchase any of Pharmadrug's, Pharmadrug Sub's or Amalco's assets; or
 - (iv) which would impose restrictions on the ability of Amalco:
 - (A) to carry on any business which it might choose to carry on within any geographical area;
 - (B) to acquire property or dispose of its property and assets as an entirety;
 - (C) to pay dividends, redeem shares or make other distributions to its shareholders;
 - (D) to borrow money or to mortgage and pledge its property as security therefore; or
 - (E) to change its corporate status;
- (r) all information supplied by Pharmadrug or its representatives to Securedose in the course of Securedose's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (s) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Securedose in seeking full information as to Pharmadrug and Pharmadrug Sub and their assets, liabilities and business.

Representations and Warranties of Securedose

4.2 Securedose represents and warrants to Pharmadrug and Pharmadrug Sub as follows, and acknowledges that Pharmadrug and Pharmadrug Sub are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) it has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) it is duly incorporated under the OBCA and is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) it is authorized to issue an unlimited number of Securedose Shares, of which 16,500,000 Securedose Shares are outstanding as at the date hereof and an additional 15,000,000 Securedose Shares are issuable upon satisfaction of certain escrow release conditions relating to the Subscription Receipts;
- (d) as of the date hereof, it has 7,500,000 Securedose Warrants and 525,100 Securedose Finder Warrants that are issuable upon satisfaction of certain escrow release conditions relating to the Subscription Receipts;
- (e) other than the securities referred to in §4.2(c) and §4.2(d), there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of Securedose (as that term is defined in the Securities Act) and Securedose has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Securedose of any Securedose Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Securedose Shares;
- (f) except for Pharmadrug’s right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for (A) the purchase or acquisition of any of the Securedose Shares or any of the shares of any of its subsidiaries, or (B) the purchase, subscription, allotment or issuance of any unissued shares or other securities in the capital of Securedose or any of its subsidiaries;
- (g) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Securedose at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to its knowledge, any pending or threatened;
- (h) this Agreement is a binding agreement on Securedose, enforceable against it in accordance with its terms and conditions;

(i) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Material Contracts, the Constatng Documents of Securedose, director or shareholder minutes of Securedose, any agreement or instrument to which Securedose is a party or by which Securedose is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Securedose;

(j) Securedose is not in material default under any Material Contract to which it is a party and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by Securedose. Each Material Contract is in full force and effect, unamended by written or oral agreement, and Securedose is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. Securedose has not received any notice of a default by Securedose, or a dispute between Securedose and any other party in respect of any Material Contract. Complete and correct copies of each of the Material Contracts have been provided or made available to Pharmadrug prior to the date hereof;

(k) Securedose does not have any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Securedose of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities incurred in the ordinary course of business;

(l) Securedose does not have any outstanding taxes due and payable and there exist no facts or circumstances which may reasonably be expected to result in the issuance of assessment or reassessment of tax;

(m) Securedose has duly and on a timely basis prepared and filed all tax returns required to be filed by it prior to the date hereof and such returns and documents are complete and correct. Securedose has no knowledge of any contingent tax liabilities or any ground which would prompt an assessment or reassessment of any of such returns or reports, including aggressive treatment of income and expenses in filing any tax returns. Complete and correct copies of all such returns and other documents filed in respect of the last three fiscal years ending prior to the date hereof have been provided to Pharmadrug prior to the date hereof;

(n) the Corporate Records of Securedose are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constatng Documents of Securedose. Without limiting the generality of the foregoing, in respect of the Corporate Records of Securedose (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of

any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;

(o) no proceedings have been taken, are pending or authorized by Securedose or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of Securedose;

(p) as at the date hereof there are no reasonable grounds for believing that any creditor of Securedose will be prejudiced by the Amalgamation;

(q) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Securedose or any instruments binding on their assets:

(i) which would preclude Securedose from entering into this Agreement;

(ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Securedose;

(iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Securedose is a party or to purchase any of Securedose's or Amalco's assets; or

(iv) which would impose restrictions on the ability of Amalco:

(A) to carry on any business which it might choose to carry on within any geographical area;

(B) to acquire property or dispose of its property and assets as an entirety;

(C) to pay any dividends, redeem shares or make other distributions to its shareholders;

(D) to borrow money or to mortgage and pledge its property as security therefor; or

(E) to change its corporate status;

(r) Securedose is conducting and has always conducted its business in compliance with all Applicable Laws, other than acts of non-compliance which, individually or in aggregate, are not material, Securedose is not aware of and Securedose has not received any order or directive relating to any breach of any applicable environmental or health and safety law by Securedose;

(s) Securedose holds all Permits necessary in order to conduct the Business;

(t) Securedose does not know of any claim or basis for any claim that might or could adversely affect the rights of Securedose to use, transfer or otherwise exploit its rights under the licences and Securedose does not have any responsibility or obligation to pay any commission, royalty, license, fee or similar payment to any person with respect thereto;

(u) Securedose is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever;

(v) Securedose maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;

(w) Securedose owns or has legal right to use the Securedose Intellectual Property currently used in the conduct of the business of Securedose, and, to the knowledge of Securedose, the ownership or use thereof and any other intellectual property rights owned or used by Securedose does not infringe upon the proprietary rights of any other Persons;

(x) Securedose is the beneficial owner of the Securedose Intellectual Property which it purports to own free and clear of all encumbrances, and is not a party to or bound by any contract or any other obligation whatsoever that limits or impairs its ability to sell, transfer, assign or convey, or that otherwise affects, the Securedose Intellectual Property. Securedose has not granted any interest in or right to use all or any portion of the Securedose Intellectual Property. To the knowledge of Securedose, the conduct of Securedose 's business does not infringe upon the industrial or intellectual property rights, domestic or foreign, of any other person. Securedose is not aware of a claim of any infringement or breach of any industrial or intellectual property rights of any other person, nor has Securedose received any notice that the conduct of Securedose's business, including the use of the Securedose Intellectual Property, infringes upon or breaches any industrial or intellectual property rights of any other person, and Securedose does not have any knowledge of any infringement or violation of any of its rights in the Securedose Intellectual Property.

(y) to the knowledge of Securedose, there are no outstanding labour disputes, (whether filed or lodged with Securedose or any other person or organization), pending labour disruptions or pending unionization with respect to Securedose;

(z) Securedose is not bound by or a party to any collective bargaining agreement;

(aa) Securedose is not a party to any written or oral policy, agreement, obligation or understanding providing for severance, termination or change of control payments to any former or current director, officer, employee or consultant of Securedose;

(bb) Securedos is not subject to any present or future obligation or liability under any pension plan, deferred compensation plan, retirement income plan, stock purchase plan, profit sharing plan, bonus plan or policy, employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal

or informal, with respect to any of the employees of the business, other than the Canada Pension Plan and other similar plans established pursuant to statute;

(cc) Securedose is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Securedose to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Securedose;

(dd) Securedose is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person;

(ee) all information supplied by Securedose or its representatives to Pharmadrug in the course of Pharmadrug's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects;

(ff) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Pharmadrug or Pharmadrug Sub in seeking full information as to Securedose and its assets, liabilities and business; and

(gg) other than in connection with the Financing, Securedose is not obligated to pay any brokerage, finder's, advisory or other fee or commission in connection with this Agreement.

Survival of Representation and Warranties

4.3 The representations and warranties herein will survive the performance of the Parties respective obligations hereunder and the termination of this Agreement but will expire at the Effective Time.

PART 5 **AGREEMENTS**

Securedose Shareholder Resolution

5.1 As promptly as practical following the execution of this Agreement and in compliance with Applicable Laws (including Applicable Canadian Securities Laws), Securedose shall use reasonable commercial efforts to seek approval of the Securedose Shareholder Resolution, together with the approval of such matters as are required to effect the Transaction.

Transaction

5.2 Pharmadrug will use its best commercial efforts to consummate the transactions contemplated by this Agreement as part of the Transaction:

Preparation of Filings

5.3

- (a) Pharmadrug and Securedose will cooperate in the taking of all such action as may be required under the OBCA, Applicable Canadian Securities Laws, and other Applicable Laws in connection with the transactions contemplated by this Agreement and the Amalgamation.
- (b) Each of Pharmadrug and Securedose will promptly furnish to the other all information concerning it as may be required for the effectuation of the actions described in this Agreement and the provisions of this **§Error! Reference source not found.**

Financing

5.4 The Parties acknowledge that Securedose has completed a private placement of subscription receipts ("**Subscription Receipts**") at a price of \$0.05 per Subscription Receipt for gross proceeds of \$750,000 (the "**Financing**"). Each Subscription Receipt entitles the holder thereof to receive, upon satisfaction of certain escrow release conditions, one Securedose Share and one half of one Securedose Warrant. Pursuant to the Amalgamation, each Securedose Share issued in the Financing will be exchanged on an equivalent basis for one Pharmadrug Share.

PART 6 **INDEMNIFICATION**

Mutual Indemnifications for Breaches of Warranty

6.1 Subject to §6.2, Securedose hereby covenants and agrees with each of Pharmadrug and Pharmadrug Sub, and their respective directors, officers, employees, agents, advisors and representatives, and each of Pharmadrug and Pharmadrug Sub hereby covenants and agrees with Securedose, and its directors, officers, employees, agents, advisors and representatives (the Parties covenanting and agreeing to indemnify another person under this section are hereinafter individually referred to as the "**Indemnifying Party**" and the persons being indemnified by a Party are hereinafter individually referred to as the "**Indemnified Party**"), to indemnify and save harmless the Indemnified Party from and against any and all liabilities, losses (other than loss of profits), damages (other than special, punitive or consequential damages), claims, costs, expenses, interest awards, judgments and penalties (collectively "**Claims**") which may be suffered or incurred by the Indemnified Party as a result of, or arising out of:

- (a) any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement, or
- (b) any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement,

except that the Indemnifying Party will not be liable in any such case to the extent that any such Claims arise out of or are based upon the negligence or wilful misconduct of an Indemnified Party or the non-compliance by an Indemnified Party with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement.

Limitation on Mutual Indemnification

6.2 The indemnification obligations of each of the Parties pursuant to §6.1 will be subject to the following:

- (a) the Claim will have been made in writing in accordance with §6.3 within one year of the Effective Date; and
- (b) an Indemnifying Party will not be required to indemnify an Indemnified Party until the aggregate Claims sustained by that Indemnified Party exceeds a value of \$25,000, in which case, the Indemnifying Party will be obligated to the Indemnified Party for all Claims.

Procedure for Indemnification

6.3 The following provisions will apply to any Claims for which an Indemnifying Party may be obligated to indemnify an Indemnified Party pursuant to this Agreement:

- (a) upon receipt from a third party by the Indemnified Party of notice of a Claim or the Indemnified Party becoming aware of any Claims in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying Party, the Indemnified Party will give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice will not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby;
- (b) in the case of Claims arising from third parties, the Indemnifying Party will have the right by notice to the Indemnified Party not later than 30 days after receipt of the notice described in §6.3(a) above to assume the control of the defense, compromise or settlement of the Claims, provided that such assumption will, by its terms, be without costs to the Indemnified Party and the Indemnifying Party will at the Indemnified Party's request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defense, compromise or settlement;
- (c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party will diligently proceed with the defense, compromise or settlement of the Claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party will co-operate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take

such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defense; provided always that the Indemnified Party will be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation;

- (d) the final determination of any such Claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claims against the Indemnifying Party hereunder; and
- (e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in §6.3(b) above, the Indemnified Party will be entitled to make such settlement of the Claims as in its sole discretion may appear reasonably advisable, and such settlement or any other final determination of the Claims will be binding upon the Indemnifying Party.

PART 7 **CONDITIONS PRECEDENT**

Mutual Conditions Precedent

7.1 The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the completion of the Amalgamation, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) upon the completion of the Amalgamation, Pharmadrug will continue to meet the minimum listing requirements of the Exchange;
- (b) the Amalgamation Resolution will have been passed by a special majority of Securedose Shareholders;
- (c) all matters requiring the approval of the shareholders of Pharmadrug in connection with the Transaction, will have been approved by the Pharmadrug shareholders;
- (d) the Amalgamation will have become effective on or prior to the Outside Date;
- (e) all other consents, orders and approvals, including regulatory approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Amalgamation will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances;
- (f) this Agreement will not have been terminated under Part 9;

- (g) the availability of prospectus exemptions for the Amalgamation under Applicable Canadian Securities Laws and the availability of registration exemptions for the Amalgamation under applicable securities laws of the United States in respect of Pharmadrug Shares to be issued in the United States; and
- (h) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Amalgamation.

The foregoing conditions are for the mutual benefit of Pharmadrug and Pharmadrug Sub on the one hand and Securedose on the other hand and may be waived, in whole or in part, jointly by the Parties at any time. If any of the foregoing conditions are not satisfied or waived on or before the Effective Date then a Party may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement.

Additional Conditions to Obligations of Pharmadrug

7.2 The obligations of Pharmadrug and Pharmadrug Sub to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) Securedose will have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by it on or before the Effective Date pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Securedose made in this Agreement will be true and correct in all material respects as at the Effective Date;
- (b) Securedose will have furnished Pharmadrug with:
 - (i) certified copies of the resolutions duly passed by the board of directors of Securedose approving this Amalgamation Agreement and the consummation of the transactions contemplated hereby;
 - (ii) certified copies of the Amalgamation Resolutions approved by the shareholders of Securedose;
 - (iii) certified copies of Securedose's Constatting Documents;
 - (iv) a certificate of good standing of Securedose dated within three days of the Effective Date;
 - (v) duly executed investment agreements, including accredited investor certifications, for any shareholders of Securedose resident in the United States, in a form satisfactory to Pharmadrug and its counsel, acting reasonably;

- (vi) a certificate of Securedose addressed to Pharmadrug and dated the Effective Date, signed on behalf of Securedose by a senior officer of Securedose, confirming that the conditions in §7.2(a), 7.2(c) and 7.2(d) have been satisfied; and
 - (vii) such other closing documents as may be requested by Pharmadrug, acting reasonably;
- (c) no act, action, suit, proceeding, objection or opposition will have been taken against or affecting Securedose before or by any domestic or foreign court, tribunal or Governmental Agency or other regulatory or administrative agency or commission by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) will have been enacted, promulgated, amended or applied, which in the sole judgment of Securedose, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Securedose or would materially impede the ability of the Parties to complete the Amalgamation;
- (d) there will not have occurred any Material Adverse Change of Securedose; and
- (e) at the time of the closing of the Amalgamation, each of the current directors and officers of Securedose as at the date thereof, will have provided a resignation and mutual release.

The conditions in this §7.2 are for the exclusive benefit of Pharmadrug and Pharmadrug Sub and may be asserted by Pharmadrug and Pharmadrug Sub regardless of the circumstances or may be waived by Pharmadrug and Pharmadrug Sub in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Pharmadrug and Pharmadrug Sub may have.

Additional Conditions to Obligations of Securedose

7.3 The obligations of Securedose to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) Pharmadrug and Pharmadrug Sub will have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by them on or before the Effective Date pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Pharmadrug and Pharmadrug Sub made in this Agreement will be true and correct in all material respects as at the Effective Date;
- (b) the Pharmadrug Shares to be issued to the Securedose Shareholders will be issued as fully paid and non-assessable common shares in the capital of Pharmadrug,

free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those pursuant to any relevant Exchange policies or applicable securities laws;

- (c) Pharmadrug will have furnished Securedose with;
 - (i) certified copies of the resolutions duly passed by the boards of directors of Pharmadrug and Pharmadrug Sub approving this Agreement and the consummation of the transactions contemplated hereby;
 - (ii) certified copies of the resolutions of Pharmadrug, as the sole shareholder of Pharmadrug Sub, approving this Agreement and the consummation of the transactions contemplated hereby;
 - (iii) certified copies of Pharmadrug and Pharmadrug Sub's Constatting Documents;
 - (iv) certificates of good standing of Pharmadrug and Pharmadrug Sub dated within three days of the Effective Date;
 - (v) a certificate of Pharmadrug addressed to Securedose and dated the Effective Date, signed on behalf of Pharmadrug by a senior officer of Pharmadrug, confirming that the conditions in §7.3(a), 7.3(d) and 7.3(e) have been satisfied; and
 - (vi) such other closing documents as may be requested by Securedose, acting reasonably;
- (d) no act, action, suit, proceeding, objection or opposition will have been taken against or affecting Pharmadrug before or by any domestic or foreign court, tribunal or Governmental Agency or other regulatory or administrative agency or commission by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) will have been enacted, promulgated, amended or applied, which in the sole judgment of Securedose, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Pharmadrug or would materially impede the ability of the Parties to complete the Amalgamation; and
- (e) there will not have occurred any Material Adverse Change of Pharmadrug or Pharmadrug Sub.

The conditions in this §7.3 are for the exclusive benefit of Securedose and may be asserted by Securedose regardless of the circumstances or may be waived by Securedose in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Securedose may have.

Notice and Effect of Failure to Comply with Conditions

7.4 Each of Pharmadrug and Securedose will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

Satisfaction of Conditions

7.5 The conditions set out in this Part 7 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Amalgamation application and Articles are filed under the OBCA to give effect to the Amalgamation.

PART 8 **AMENDMENT**

Amendment

8.1 This Agreement may at any time and from time to time be amended by written agreement of the Parties hereto without, subject to Applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by Securedose Shareholders without approval by the affected Securedose Shareholders given in the same manner as required for the approval of the Amalgamation.

PART 9
TERMINATION

Termination

- 9.1 (a) This Agreement may be terminated at any time in each of the following circumstances:
- (i) by written agreement executed and delivered by Pharmadrug and Securedose;
 - (ii) by any Party if the Effective Date will not have occurred by the Outside Date;
 - (iii) by Pharmadrug if there has been a material breach by Securedose of any representation, warrant, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach Securedose fails to cure within ten (10) Business Days after written notice thereof is given by Pharmadrug; or
 - (iv) by Securedose if there has been a material breach by Pharmadrug or Pharmadrug Sub of any representation, warrant, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach Pharmadrug or Pharmadrug Sub, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by Securedose.
- (b) If this Agreement is terminated in accordance with the foregoing provisions of this §9.1, this Agreement will forthwith become void and no Party will have any liability or further obligation to the other Parties hereunder except for each Party's obligations under §10.8 and §10.9 hereunder, which will survive such termination, and provided that neither the termination of this Agreement nor anything contained in this §9.1(b) will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

PART 10
GENERAL

Notices

- 10.1 All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by electronic transmission:

- (a) in the case of Pharmadrug or Pharmadrug Sub, to:

Suite 2905 – 77 King Street West
Toronto, Ontario M5K 1H1

Attention: Robert J. Steen
Email: robsteen57@gmail.com

with a copy to:

- (b) In the case of Securedose, to:

1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Attention: Binyomin Posen
Email: b@posen.ca

with a copy to:

Garfinkle Biderman LLP
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Attention: Shimmy Posen
Email: sposen@garfinkle.com

or such other address as the Parties may, from time to time, advise the other Parties hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such electronic transmission is received.

Binding Effect

10.2 This Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Assignment

10.3 Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto.

Entire Agreement

10.4 This Agreement, together with the agreements and documents referred to herein, constitute the entire agreement among the Parties pertaining to the subject matter hereof and

supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

Public Communications

10.5 Each of Pharmadrug and Securedose agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Amalgamation or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party will issue any press release regarding the Amalgamation, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other Party and reasonable opportunity for comment; provided, however, that the foregoing will be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure will use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

No Shop

10.6 Each of the Parties will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any offer for the purchase of such party or the business or the assets of such party, whether as a primary or backup offer, or take any other action with the intention or reasonable foreseeable effect of leading to any commitment or agreement to sell such party or business or the assets of such party (an "**alternative transaction**"). In addition, each of the Parties will conduct its respective operations according to its ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities (including without limitation, issuing or agreeing to issue any securities other than as expressly contemplated in this Agreement) without obtaining the consent of the other party hereto, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, nothing herein will restrict the parties hereto from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

10.7 Each Party represents and warrants to the other that it is not currently in any discussions or negotiations with any other person with respect to any alternative transaction. Each Party will promptly notify the other Parties of any alternative transaction of which any director, senior officer or agent of the Party is or becomes aware of, any amendment to any of the foregoing or any request for non-public information relating to the Party. Such notice will include a description of the material terms and conditions of any such proposal and the identity of the person making such proposal, inquiry, request or contact.

Costs

10.8 Each of Securedose and Pharmadrug will pay its own costs and expenses (including all legal, accounting and financial advisory fees and expenses) in connection with the Transaction, including without limitation, expenses related to the preparation, execution and delivery of this Agreement and other documents referenced herein. Securedose will be responsible for paying all costs and fees payable to the Exchange in connection with its review of the Transaction (including the review of the Personal Information Forms to be submitted by the proposed executive officers and directors of Pharmadrug following completion of the Transaction), all listing fees incurred or to be incurred in connection with the Transaction.

Confidentiality

- 10.9 (a) The Parties acknowledge that each will and has provided to the other information that is non-public, confidential, and proprietary in nature. Each of the Parties (and their respective directors, officers, affiliates, representatives, agents and employees) will keep such information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for the purposes of consummating the Amalgamation and the other transactions contemplated by this Agreement. The foregoing will not apply to information that:
- (i) becomes generally available to the public absent any breach of the foregoing;
 - (ii) was available on a non-confidential basis to a Party prior to its disclosure; or
 - (iii) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.
- (b) Each of the Parties agrees that immediately upon termination of this Agreement, each Party will return to the other all confidential information.

Severability

10.10 If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein will be and will be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof will not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Further Assurances

10.11 Each Party hereto will, from time to time and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

Time of Essence

10.12 Time will be of the essence of this Agreement.

Applicable Law and Enforcement

10.13 This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Waiver

10.14 Any Party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the other Parties, (ii) waive compliance with the other Parties' agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the other Parties' representations or warranties contained herein or in any document delivered by the other Parties; provided, however, that any such extension or waiver will be valid only if set forth in an instrument in writing and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

Counterparts

10.15 This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

[signature page follows]

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

PHARMADRUG INC.

Per: 
Authorized Signatory

1000690849 ONTARIO INC.

Per: 
Authorized Signatory

SECUREDOSE SYNTHETICS INC.

Per: 
Authorized Signatory

EXHIBIT "A"

FORM OF ARTICLES OF AMALCO

****NOTICE TO READER - THIS IS A FILE SUMMARY PRINTOUT, NOT A DRAFT.**

Order Number: 28574495
Date of Order: October 26, 2023 06:25:52 AM
Client Reference: 192032
Entity Type: Corporation
Jurisdiction: Ontario
Form Type: Articles of Amalgamation
Requester: Jen Nenonen

Amalgamating Corporations

Applicant Corporation

Corporation Name: 1000690849 ONTARIO INC.

Ontario Corporation Number (OCN): 1000690849

Adoption/Approval Date: 2023/10/26

Amalgamating Corporation(s)

Corporation Name: SECUREDLOSE SYNTHETICS INC.

Ontario Corporation Number (OCN): 1000616246

Adoption/Approval Date: 2023/10/26

Method of Amalgamation

Method of Amalgamation:

Schedule A: Statement(s) of director

Corporate Name

I want to use: A NEW NAME (INCLUDING NUMBER NAME)

Type of Corporation you are setting up: Named

Name Type: English

Proposed Corporation Name: SECUREDLOSE SYNTHETICS CORP.

Reference Number: 122044993

Report Date: 26 Oct 2023

Photo ID

General Details

Requested Date for Amalgamation: DATE OF FILING WITH OBR

Business Activity: PHARMACEUTICAL AND MEDICINE MANUFACTURING

Business Code: 3254

Official Email: CSDWORKREQUESTS@FOGLERS.COM

Address

Registered Office Address: 77 KING STREET WEST SUITE 2905
TORONTO, ON, CA, M5K 1H1

Directors:

Number of Directors: Minimum/Maximum

Minimum Number of Directors: 1

Maximum Number of Directors: 10

Director 1

Full Name: ROBERT J. STEEN

Email Address:

Resident Canadian?: Yes

Phone #:

Address for Service: 77 King Street West Suite 2905,
Toronto, ON, CA, M5K 1H1

Additional Information:

Shares and Provisions

Description of Classes of Shares

The classes and any maximum number of shares that the corporation is authorized to issue:

An unlimited number of Common Shares.

Rights, Privileges, Restrictions, and Conditions

Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors' authority with respect to any class of shares which may be issued in series:

1. VOTING RIGHTS

The holders of the Commo Shares shall be entitled to receive notice of, and to attend and vote at all meetings of shareholders of the Corporation, except for meetings at which only holders of shares of a different class are entitled to vote separately as a class, and each such Common Share shall confer on the holder thereof the right to one (1) vote in person or by proxy at all meetings of Shareholders of the Corporation.

2. DIVIDENDS

Subject to the provisions of the Business Corporations Act (Ontario) and subject to the terms of any shareholder agreement governing the Common Shares of the Corporation in effect from time to time, the directors of the Corporation may at any time declare dividends on any class or classes of Common Shares wholly to the exclusion of the other class or classes or Common Shares or in the same amounts or in differing amounts among classes as they may deem advisable.

3. STATED CAPITAL

The stated capital of each Common Share shall be the amount paid up thereon if paid in cash or, if issued in consideration of the receipt by the Corporation of assets other than cash, then the fair market value of the assets so received.

4. RETURN OF CAPITAL

In the event of dissolution or winding-up of the Corporation or other distribution of the property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, whether voluntarily or involuntarily, the holders of all classes of Common Shares shall be entitled to receive the

remaining property and assets of the Corporation pro rata, share for share, without preference or distinction.

Restrictions on Share Transfers

The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

No securities of the Corporation, other than non-convertible debt securities, if any, shall be transferred without (i) the express approval of the board of directors of the Corporation, to be signified by a resolution duly passed at a meeting of the board of directors or by instrument or instruments in writing signed by all of the directors, or (ii) the express approval of the shareholders of the Corporation entitled to vote at a meeting to be signified by an ordinary resolution duly passed at a meeting of the shareholders or by instrument or instruments in writing signed by the holders of at least a majority of the shares of the Corporation entitled to vote on the resolution at a meeting of the shareholders.

Restrictions on Business or Powers

Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise:

None.

Other Provisions, if any

1. The number of shareholders of the Corporation, exclusive of persons in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are joint registered owners of one or more shares being counted for such purposes as one shareholder.
2. Any invitation to the public to subscribe for securities of the Corporation is prohibited.

Terms and Conditions

Terms and Conditions

The following are the Terms and Conditions for filing with the Ministry of Public and Business Service Delivery ("Ministry") under the Business Corporations Act, Business Names Act, Corporations Act, Corporations Information Act, Extra-Provincial Corporations Act, Limited Partnerships Act and Not-for-Profit Corporations Act, 2010.

Agreement to these Terms and Conditions by the following persons and entities is a mandatory condition of filing: (i) the person(s) signing or otherwise authorizing the filing and any person(s) acting on their behalf (collectively, the "authorizers"); and (ii) the corporation or other entity that is the subject of the filing (the "entity") and any person(s) acting on behalf of the entity

These Terms and Conditions are made under the authority of the requirements established by the Director or Registrar appointed under the applicable Act. These Terms and Conditions are in addition to and subject to the applicable Acts, regulations and requirements of the Director or Registrar.

By proceeding with this filing under any of the above-named Acts, the authorizer(s), the entity and any person(s) acting on behalf of the entity accept and agree to be bound by these Terms and Conditions.

1. The sole responsibility for correctness and completeness of the filing, and for compliance with the applicable Act and all regulations and Director's or Registrar's requirements made under it, lies with the authorizer(s) and the entity. The authorizer(s), the entity and any person(s) acting on behalf of the entity agree that any information provided by the Ministry in or related to the making of a filing is not legal advice, and that they have obtained their own legal or other advice as appropriate.
2. All filings must meet any signature or authorization requirements established by the Director or

Registrar under the applicable Act. Where signatures are required for electronic filing, the applicable articles, application, declaration, other approved form or other document must be saved or printed and signed in accordance with the instructions provided. The entity must keep a properly executed version of the applicable document in paper or electronic format, together with any records that may exist related to an electronic signature, if signed by electronic signature, as follows: If the subject of a filing is a corporation, the corporation must keep these documents and records at its registered office. If the subject of the filing is an Ontario limited partnership, the limited partnership must keep these documents and records at the limited partnership's principal place of business in Ontario. If the subject of the filing is an extra-provincial limited partnership that does not have a principal place of business in Ontario, the extra-provincial limited partnership must keep these documents and records at the address of the limited partnership's attorney and representative in Ontario set out in the declaration filed under the Limited Partnerships Act and stated in the power of attorney executed under the Act. If required by notice from the Director or Registrar, the corporation, limited partnership, the attorney and representative in Ontario or other person as applicable must provide a copy of the properly executed version of the applicable document to the Director or Registrar within the time period set out in the notice, together with any records that may exist related to an electronic signature, if signed by electronic signature.

3. In addition to retaining and filing supporting documents in accordance with the applicable Act and regulations, the entity must keep a copy of all filed supporting documents and provide a copy in accordance with any written notice from the Director or Registrar. In the case of a consent from a Minister or the Public Guardian and Trustee (PGT) that is required to support a filing made by a corporation, the corporation agrees that the Ministry may contact that Minister or the PGT, as applicable, to confirm that the necessary consent has been obtained and to record this in the electronic business registration system maintained by the Ministry.

4. The entity assumes full responsibility for any risk of confusion or legal action, including the risk of a lawsuit or name hearing under the applicable Act, resulting from a filing that sets out a name that is the same or similar to that of an existing corporation, business name or trademark, or that is otherwise contrary to the applicable Act or regulations.

5. Filings must be made in the required form and format, and must meet the technical requirements or other specifications and requirements established by the Director or Registrar.

6. Valid email address(es) must be provided as specified in the transaction for administrative purposes, and all mandatory fields must be completed.

7. The business information provided in this filing may be shared with other government bodies. The business information that is collected may be used and disclosed for the purpose of administering their programs.

8. Payment of the required fee must be made at the time of submission, and any certificate or other documentation issued by the Ministry is subject to compliance action and cancellation if payment is disputed or fraudulent. Payment of fees for electronic filings must be made electronically using the payment options provided.

9. If an application is for a corrected certificate, and the application is approved under the applicable Act, the corporation or limited partnership as applicable will be notified when the certificate has been issued. The corporation or limited partnership, as applicable, agrees to review the issued corrected certificate in the records maintained by the Ministry forthwith and to confirm that the issued certificate corresponds with the final approved application for correction. The corporation or limited partnership, as applicable, agrees to be responsible and assume all liability for any discrepancies between the

issued corrected certificate and the final approved application if these are not immediately brought to the attention of the Ministry.

10. If this is a new filing, a company key consisting of a unique series of digits will be provided electronically by the Ministry to the entity at the time of completion of the transaction, together with the final documentation for the transaction. If this is not a new filing, the entity will have received a company key. The company key provides authority over the entity; by proceeding with this transaction, any person(s) acting on behalf of the entity is confirming that they are duly authorized by the entity.

11. The company key will be required for any subsequent paper or online filings regarding the entity. The entity is responsible for the care and control of the company key. The entity is responsible for treating this key as confidential information and not sharing it unless it is in the course of providing delegated authority to a trusted service provider or trusted intermediary to make filings on their behalf. The recipient of the company key agrees to notify the Ministry as soon as they become aware that the key has been lost, stolen or misused to request a replacement key. The entity agrees to be responsible and assume all liability for all filings authorized by the key in respect of the entity. Unauthorized use of the company key or delegated authority may result in suspension of access to the electronic business registration system.

12. The Ministry may take appropriate compliance action at any time if it comes to the attention of the Ministry that a filing does not comply with the applicable Act, regulations or the requirements of the Director or Registrar.

13. The Acts set out penalties, including fines, for submitting false or misleading information.

14. The corporation agrees to file restated articles at any time required by the Director under the Business Corporations Act or Not-for-Profit Corporations Act, 2010.

15. Where a filing under the Business Corporations Act, Extra-Provincial Corporations Act or Not-for-Profit Corporations Act, 2010 must be supported by an Ontario biased or weighted Nuans search report, and the identifying information is provided, the authorizer(s) consents for the Director appointed under the Act or other person delegated by the Director to retrieve the Nuans report directly from the appropriate department of the Government of Canada. The corporation agrees to keep a copy of the Nuans report in electronic or paper format at the corporation's registered office.

16. A corporation under the Business Corporations Act or Not-for-Profit Corporations Act, 2010 that continues out of Ontario agrees to file with the Ministry a copy of the instrument of continuance issued to it by the other jurisdiction within 60 days after the date of issuance.

17. If this is a filing made in respect of an arrangement under the Business Corporations Act or Not-for-Profit Corporations Act, 2010, the corporation acknowledges that it must give the Director notice of the application to the court and that the Director is entitled to appear in court and be heard in person or by counsel. The corporation agrees to submit the required notice and a draft copy of the Plan of Arrangement under the applicable Act for review through the electronic system maintained by the Ministry at least seven business days before seeking an interim and/or final order with the court. The corporation agrees to make changes required by the Director to ensure that the Plan complies with the applicable Act and Ministry requirements, and is capable of being implemented in the electronic system maintained by the Ministry under the applicable Act. The corporation agrees that if the Ministry does not receive a draft of the application or sufficient notice of the application, additional time may be required for review. The corporation acknowledges that the Ministry may seek an adjournment if the corporation fails to provide a draft of the application or sufficient notice of the application. The corporation agrees that if it obtains a court order without providing the required notice of the

application to the Ministry, revisions may be required to any Plan of Arrangement attached to a court order and a further court order may be required before the articles of arrangement are endorsed.

[Review Terms and Conditions](#)

*** I, ROBERT J. STEEN, have reviewed and accepted these Terms and Conditions set herein and confirm the accuracy of the information submitted.**

CAUTION - The Act sets out penalties, including fines, for submitting false or misleading information.

----- END -----