

## SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated as of the 12th day of November, 2020.

AMONG:

**2770914 ONTARIO INC.**, a company existing under the laws of the Province of Ontario and having an office located at 1 Northridge Trail, Caledon, ON L7K 1T6

(the "**Company**")

AND:

**THE SHAREHOLDERS OF THE COMPANY AS SET FORTH IN SCHEDULE "A" TO THIS AGREEMENT**

(collectively, the "**Vendors**")

AND:

**GLOBAL HEALTH CLINICS LTD.**, a company existing under the laws of the Province of British Columbia and having an office located at 400-837 West Hasting Street, Vancouver, BC V6C 3N6

(the "**Purchaser**")

WHEREAS:

A. The Vendors are the registered and beneficial owners of one-hundred percent (100%) of the right, title, and interest in and to the Company Shares (as hereafter defined), representing all of the issued and outstanding common shares in the capital of the Company; and

B. The Vendors have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendors, 100% of the Company Shares, pursuant to the terms and conditions of this Agreement;

THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

### **1. Definitions and Interpretation**

1.1 In this Agreement and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

- (a) **“Acquisition Closing”** means the completion of the purchase and sale of the Purchased Shares in accordance with the terms and conditions of this Agreement.
- (b) **“Acquisition Date”** means the date on which the Acquisition Closing occurs.
- (c) **“Adverse Interests”** means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security interest, encumbrance or adverse right, restriction or interest of any nature or kind.
- (d) **“Applicable Law”** means:
  - (i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or
  - (ii) any judgment, order, ruling, decision, writ, decree, injunction or award,  
  
of any governmental entity, statutory body or self-regulatory authority (including a stock exchange), to the extent that the same is legally binding on the person referred to in the context in which the term is used.
- (e) **“Authorization”** means, with respect to any person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority having jurisdiction over the person.
- (f) **“Books and Records”** means all books, records, papers and files of the Target including research and development records, sales and advertising materials, purchase and sales correspondence, trade association files, lists of customers and suppliers, personnel and employment records, personal information (as such term is defined under applicable privacy laws), accounting and financial records and the minute and share certificate books of the Target, in whatever form including electronic, digital and other computer-related media, and all copies, recordings and archives of the foregoing.
- (g) **“Company”** means 2770914 Ontario Inc., a corporation incorporated under the laws of the Province of Ontario.
- (h) **“Company Employee”** means the officers and employees of the Company, and for the purpose of this Agreement, includes any independent contractors of the Company.
- (i) **“Company Shares”** means the common shares in the capital of the Company with no par value, as constituted as of the date of this Agreement.

- (j) **“Consideration Shares”** means the 12,000,000 Purchaser Shares issued as consideration for the Purchased Shares, pursuant to the terms of this Agreement.
- (k) **“Exchange”** means the Canadian Securities Exchange.
- (l) **“Exemptions”** shall have the meaning as set forth in section 2.3 of this Agreement.
- (m) **“Fee Shares”** means the 1,200,000 Purchaser Shares issuable to 1216167 B.C. Ltd.
- (n) **“GAAP”** means generally accepted accounting principles as set forth in the CPA Canada Handbook - Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.
- (o) **“Governmental Authority”** means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity.
- (p) **“Intellectual Property”** means domestic and foreign intellectual property rights, including: (a) inventions, patents, applications for patents and reissues, divisions, continuations, re-examinations, renewals, extensions and continuations-in-part of patents or patent applications; (b) copyrights, copyright registrations and applications for copyright registration; (c) inventions (whether patentable or not), inventive ideas, discoveries, innovations and developments; (d) designs and similar rights, design registrations, design registration applications; (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (f) trade secrets, confidential information and know-how.
- (q) **“Legal Proceeding”** means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, governmental or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.
- (r) **“Material Adverse Effect”** means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company or the

Purchaser, as applicable, or which could or could be reasonably expected to prevent, materially delay or materially impair the ability of the respective parties to complete the transactions contemplated by this Agreement and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:

- (i) any adoption, implementation, proposal or change in Applicable Law or any interpretation thereof by any governmental entity;
- (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
- (iii) any natural disaster;
- (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement;

provided, however, that with respect to clauses (ii) and (iii), such matter does not have a materially disproportionate effect on the Company or the Purchaser, as applicable, each taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company or the Purchaser operates.

- (s) **“Material Contract”** means any contract that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a material adverse effect on the Company or the Purchaser, as applicable, on a consolidated basis.
- (t) **“Purchaser”** means Global Health Clinics Ltd. a corporation existing under the laws of the Province of British Columbia.
- (u) **“Purchaser Employee”** means the officers and employees of the Purchaser, and for the purpose of this Agreement, includes any independent contractors of the Purchaser.
- (v) **“Purchaser Filings”** means all documents publicly filed by or on behalf of the Purchaser on SEDAR since January 1, 2018.
- (w) **“Purchased Shares”** means 100% of the issued and outstanding Company Shares, to be acquired by the Purchaser from the Vendors in accordance with the terms and conditions of this Agreement.
- (x) **“Purchaser Shares”** means the common shares in the capital of the Purchaser, as constituted as of the date of this Agreement.

- (y) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval.
- (z) **“Survival Period”** has the meaning set out in section 4.4 hereof.
- (aa) **“Taxes”** means: (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, licence, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export and including all licence and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (b) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts described in clause (a) above or this clause (b); (c) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (d) any liability for the payment of any amounts described in clauses (a) or (b) as a result of any express or implied obligation to indemnify any other person or as a result of being a transferee or successor in interest to any party.
- (bb) **“Tax Returns”** means any and all returns, reports, declarations, elections, notices, forms, designations, filings and statements (including estimated tax returns and reports, withholding tax returns and reports and information returns and reports) filed or required to be filed in respect of Taxes.
- (cc) **“U.S. Person”** means a (a) U.S. Person as that term is defined in Rule 902(o) of Regulation S (“Regulation S”) promulgated under the U.S. Securities Act, (b) any person purchasing securities on behalf or the account or benefit of any “U.S. Person” or any person in the United States, (c) any person that receives or received an offer of the securities while in the United States, (d) any person that is in the United States at the time the purchaser’s buy order was made or this subscription was executed or delivered. “U.S. person” includes but is not limited to (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any partnership or corporation organized outside the United States by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by

accredited investors who are not natural persons, estates or trusts; (iv) any estate or trust of which any executor or administrator or trustee is a U.S. person.

- (dd) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.
- (ee) “**Vendors**” means, collectively, those shareholders of the Company as are set forth in Schedule “A” hereto.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) the division of this Agreement into articles, sections and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;
- (b) all references in this Agreement to “articles”, “sections” and other subdivisions or schedules are to the designated articles, sections or other subdivisions or schedules of this Agreement;
- (c) the words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;
- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto);
- (e) the words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or e-mail;
- (f) a “day” shall refer to a calendar day, and references to a “business day” shall refer to days on which banks are ordinarily open for business in Vancouver, British Columbia, other than a Saturday or a Sunday; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date will be extended and the time period will be deemed to expire on the next business day;
- (g) all references to “\$” or “dollars” are references to the lawful currency of Canada;
- (h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;

- (i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and
- (j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

## **2. Purchase and Sale**

2.1 Subject to the terms and conditions of this Agreement, at the Acquisition Closing, the Vendors shall sell, assign, and transfer to the Purchaser, and the Purchaser shall purchase from the Vendors, all of the right, title, and interest in and to the Purchased Shares, free and clear of all Adverse Interests.

2.2 In consideration for the Purchased Shares, at the Acquisition Closing, the Purchaser shall issue to the Vendors the Consideration Shares, duly registered in the name of the Vendors in the amounts indicated in Schedule "A" hereto, or as may otherwise be directed by the Vendors.

2.3 The Vendors acknowledge that the Consideration Shares are being issued by the Purchaser in reliance upon exemptions (the "**Exemptions**") from the registration and prospectus requirements of Applicable Laws and may be subject to restrictions on resale in the jurisdictions of residence of the Vendors. The Vendors covenant to comply with Applicable Laws with respect to any sale or transfer of the Consideration Shares.

2.4 The parties acknowledge and agree that the Fee Shares shall be payable by the Purchaser on the Acquisition Closing.

2.5 Each Vendor acknowledges and agrees that:

- (a) the Consideration Shares have not been and will not be registered under the U.S. Securities Act, or any State securities laws, and may not be offered and sold, directly or indirectly, in the United States or by or to or for the account or benefit of a U.S. Person without registration under the U.S. Securities Act and any applicable State securities laws, unless an exemption from registration is available;
- (b) the Purchaser has no present intention and is not obligated under any circumstances to register the Consideration Shares, or to take any other actions to facilitate or permit any proposed resale or transfer thereof in the United States or otherwise by or to or for the account or benefit of a U.S. Person, and in particular, the Vendor and the Purchaser further acknowledge and agree that the Purchaser is hereby required to refuse to register any transfer of the Consideration Shares not made in accordance with the provisions of Regulation S, pursuant to registration under the U.S. Securities Act, or pursuant to an available exemption from registration.

### **3. Additional Covenants**

3.1 Each of the parties hereto shall, in good faith, use all commercially reasonable efforts to:

- (a) conduct their business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to Acquisition Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;
- (b) perform and observe the covenants made by it herein; and
- (c) perform and observe matters required to satisfy any other conditions precedent to the completion of the transactions contemplated by this Agreement.

3.2 The Company shall deliver to the Purchaser, in a timely manner and in form and content satisfactory to the Purchaser, as required, any records of the Company as may be required for filings requested or required by any applicable securities regulatory authority or stock exchange.

3.3 The Company will:

- (a) carry on its business only in the ordinary course, consistent with past practice;
- (b) make all commercially reasonable efforts to preserve the goodwill of the Company and its relationships;
- (c) refrain from entering into any contract or arrangement, other than in the ordinary course of the business or with the prior written consent of the Purchaser;
- (d) not amend or otherwise change its constating documents;
- (e) not take any action that would permit any Adverse Interest over any assets of the Company;
- (f) not authorize, issue, sell, or transfer any share capital or other equity interests of the Company or any securities convertible into or exercisable or exchangeable for share capital or other equity interests of the Company, or adjust, split, or reclassify any share capital or other equity interests of the Company;
- (g) not declare, set aside, make, or pay any dividend or other distribution (whether in cash, stock or other property) in respect of any share capital of the Company;
- (h) continue in full force all of its material insurance policies;



- (i) comply in all material respects with all Applicable Laws to the business; and

3.4 No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any party or its representatives without the prior agreement of the Purchaser and the Company, acting reasonably, as to timing, content and method; provided that the obligations of the parties herein will not prevent a party from making such disclosure as its counsel advises is required by Applicable Law, or by any applicable regulator, stock exchange, or securities commission.

#### **4. Representations and Warranties**

4.1 Each of the Vendors hereby represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement:

- (a) it is a resident in the jurisdiction set out on Schedule "A" hereto;
- (b) if it is not an individual, it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, or if it is an individual, it is of full age of majority;
- (c) it has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder;
- (d) it has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms;
- (e) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendors will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) if it is not an individual, its constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which it is a party or by which it is bound, or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over it;
- (f) it is the registered holder and beneficial owner of the right, title, and interest in and to its respective Company Shares as indicated in Schedule "A" hereto; it has good and marketable title to such Company Shares free and clear of all Adverse Interests; its Company Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; it holds no other shares in the capital of the Company other than such Company Shares; and it holds no right, privilege, option, warrant, or

agreement to purchase or otherwise acquire, directly or indirectly, any other shares in the capital of the Company;

- (g) no person has any right, privilege, option, warrant, or agreement, contingent or otherwise, or any of the foregoing capable of becoming any right, privilege, option, warrant, or agreement, to purchase or otherwise acquire, directly or indirectly, any of its respective Company Shares or any interest or entitlement therein (other than as provided by this Agreement);
- (h) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company; and
- (i) none of the Vendors has any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Vendors to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Purchased Shares seeking full information as to the Company Shares, the Company and its business and affairs.

4.2 The Company represents and warrants, to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement:

- (a) the Company is duly formed, validly existing, and in good standing under the laws of its jurisdiction of incorporation;
- (b) the Company has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and with respect to the Company, to enter into and execute this Agreement, and to carry out its obligations hereunder;
- (c) the Company has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;

- (d) provided the conditions to Acquisition Closing, as applicable and as set out in sections 5.1 and 5.3 hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any of the Company's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Company is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) to the knowledge of the Company, any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Company; in each case that may result in a Material Adverse Effect;
- (e) the Company's authorized capital consists of an unlimited number of Company Shares, of which 12,000,000 Company Shares are validly issued and outstanding, all of which are either held by the Vendors and all in proportions set out in Schedule "A" hereto;
- (f) no person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of becoming any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any Company Shares or any other shares in the capital of the Company from the treasury of the Company;
- (g) it is not a party to any unanimous shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company;
- (h) the Company's aggregate liabilities, on a consolidated basis, do not exceed \$5,000, and the Company will not, prior to the Acquisition Closing, incur any expenses, debts, liabilities or obligations, outside of the ordinary course of business, whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser;
- (i) the Company has no interest in the securities of any other entity;
- (j) the Company has guaranteed or is otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person;
- (k) the operations of the Company, on a consolidated basis, has been conducted in all material respects in compliance with all Applicable Laws of each jurisdiction in which the Company owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and the Company has

received any notice of and the Company knows of no state of facts which would constitute or result in any such violation of any such laws;

- (l) the financial records of the Company, on a consolidated basis, are complete and accurate in all material respects and present fairly the financial condition, financial performance and cash flows of the Company, on a consolidated basis, as at the date and for the periods indicated therein;
- (m) there are no actual, pending, contingent or threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company, on a consolidated basis;
- (n) the Company is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and, to the knowledge of the Company, no Legal Proceedings involving the Company which may operate to prevent or restrict trading of any securities of the Company or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;
- (o) the Company is and has been conducting its business in compliance with Applicable Laws in the jurisdictions in which it operates, and the Company is not under investigation with respect to, has been charged or threatened to be charged with, or has received notice of, any violation or potential violation of any Applicable Laws;
- (p) with respect to Authorizations: (i) all Authorizations which are necessary for the Company to conduct its business as presently conducted have been obtained and are in full force and effect in accordance with their terms; (ii) the Company has complied with all such Authorizations and are not in breach or default under any such Authorizations; (iii) the Company has not received written, or to the knowledge of the Company, other notice, of any alleged breach of or alleged default under any such Authorization or of any intention of any Governmental Authority to revoke or not renew any such Authorizations; and (iv) no proceedings are pending or, to the knowledge of the Company, threatened which could reasonably be expected to result in the revocation of such Authorizations;
- (q) there is no agreement, judgment, injunction, order or decree binding upon the Company that has or would reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of the Company or the conduct of business by the Company as currently conducted;

- (r) with respect to Material Contracts: (i) each Material Contract is legal, valid and binding and in full force and effect and is enforceable by the Company in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; (ii) the Company has performed the obligations required to be performed by it under each Material Contract (iii) the Company is not in breach or default under any Material Contract nor does the Company have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default; and (iv) as of the date of this Agreement, the Company has no knowledge of, or has not received any notice (whether written or oral) of, any breach, default, cancellation, termination or non-renewal under any Material Contract by any party to a Material Contract;
- (s) the Company owns or possesses, or has a licence to or otherwise have the right to use, all Intellectual Property which is material and necessary for the conduct of its business as presently conducted (collectively, the **"Intellectual Property Rights"**); (ii) to the knowledge of the Company, all such Intellectual Property Rights that are owned by the Company are valid and enforceable subject only to any limitation under bankruptcy, insolvency or other Applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and do not infringe in any material way upon the rights of others; and (iii) to the knowledge of the Company, no third party is infringing upon the Intellectual Property Rights owned or licensed by the Company;
- (t) with respect to the Company Employees:
  - (i) the Company is in material compliance with all terms and conditions of employment and all Applicable Laws respecting employment, including pay equity, wages, hours of work, overtime, vacation, human rights and work safety and health.
  - (ii) all amounts due or accrued due for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits under any employee plans and other similar accruals have been either paid or are accurately reflected in all material respects in the books and records of the Company.
  - (iii) there are no material Company Employee related claims, complaints, investigations or orders under all Applicable Laws that could reasonably be expected to have a material adverse effect on the Company, on a consolidated basis, respecting employment now pending or, to the knowledge of the Company, threatened against the Company by or before any Governmental Authority as of the date of this Agreement.

- (iv) no Company Employee has any agreement as to length of notice or severance payment required to terminate his or her employment other than such as results from Applicable Law from the employment of an employee without an agreement as to notice or severance.
  - (v) there are no change of control payments, golden parachutes, severance payments, retention payments, contracts or other agreements with current or former Company Employees.
  - (vi) there are no material outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due or owing pursuant to any workplace safety, workers compensation or insurance legislation and the Company has been reassessed in any material respect under such legislation during the past three years and, to the knowledge of the Company, no audit of the Company is currently being performed pursuant to any applicable workplace safety, workers compensation or insurance legislation. As of the date of this Agreement, to the Company's knowledge, there are no claims or potential claims which may materially adversely affect the Company, on a consolidated basis.
- (u) with respect to Taxes:
- (i) all material Tax Returns required by Applicable Laws to be filed with any Governmental Authority by, or on behalf of, the Company has been filed when due in accordance with Applicable Laws (taking into account any applicable extensions), and all such material Tax Returns are complete and correct in all material respects.
  - (ii) the Company has had paid on its behalf, or has collected, withheld and remitted to the appropriate Governmental Authority all material Taxes due and payable by them on a timely basis. The Company has provided adequate accruals in accordance with GAAP in the most recently consolidated financial statements of the Company for any Taxes of the Company for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of the most recent consolidated financial statements of the Company, no material liability in respect of Taxes not reflected in such financial statements or otherwise disclosed herein, has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.
  - (iii) no material deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted with respect to Taxes of the Company and the Company is not a party to any action or proceeding for assessment or collection of Taxes and no such

event has been asserted or, to the knowledge of the Company, threatened against the Company, or their assets.

- (iv) there are no currently effective material elections, agreements or waivers extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes, or of the filing of any material Tax Return or any payment of material Taxes, by the Company.
- (v) the Books and Records of the Company have been maintained in accordance with all applicable statutory requirements and are complete in all material respects, accurate and up-to-date in all material respects and contain and accurately record the business, operations, affairs, development and all financial transactions of the Company, and contain complete and accurate copies of its constating documents and all resolutions, minutes of meetings of its directors and shareholders;
- (w) other than with respect to the Fee Shares, the Company has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Company for a brokerage or transaction fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein; and
- (x) the Company does not have any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Company to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Purchased Shares seeking full information as to the Company Shares, the Company and its business and affairs.

4.3 The Purchaser represents and warrants to the Vendors and acknowledges that the Vendors are relying on such representations and warranties, that as of the date of this Agreement:

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia and is not in default of any requirements of the Exchange;
- (b) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder;

- (c) the Purchaser's authorized capital consists of an unlimited number of Purchaser Shares with no par value, of which 13,459,890 Purchaser Shares are validly issued and outstanding, and an unlimited number of series A preferred shares which are non-voting, non-retractable, non-redeemable without dividend and with no par value, of which there are none issued or outstanding;
- (d) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (e) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Purchaser is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser;
- (f) the operations of the Purchaser, on a consolidated basis, have been conducted in all material respects in compliance with all Applicable Laws of each jurisdiction in which the Purchaser owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and the Purchaser has not received any notice of and the Purchaser knows of no state of facts which would constitute or result in any such violation of any such laws;
- (g) there are no actual, pending, contingent or threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Purchaser, on a consolidated basis;
- (h) the Purchaser is not subject to any cease trade or other order of any applicable securities regulatory authority or stock exchange and, to the knowledge of the Purchaser, no Legal Proceedings involving the Purchaser which may operate to prevent or restrict trading of any securities of the Purchaser or otherwise prevent or restrict the completion of the



transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority or stock exchange;

- (i) the Purchaser is and has been conducting its business in compliance with Applicable Laws in the jurisdictions in which it operates, and the Purchaser is not under investigation with respect to, has been charged or threatened to be charged with, or has received notice of, any violation or potential violation of any Applicable Laws;
- (j) with respect to Authorizations: (i) all Authorizations which are necessary for the Purchaser to conduct its business as presently conducted have been obtained and are in full force and effect in accordance with their terms; (ii) the Purchaser has complied with all such Authorizations and is not in breach or default under any such Authorizations; (iii) the Purchaser has not received written, or to the knowledge of the Purchaser, other notice, of any alleged breach of or alleged default under any such Authorization or of any intention of any Governmental Authority to revoke or not renew any such Authorizations; and (iv) no proceedings are pending or, to the knowledge of the Purchaser, threatened which could reasonably be expected to result in the revocation of such Authorizations;
- (k) there is no agreement, judgment, injunction, order or decree binding upon the Purchaser that has or would reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of the Purchaser or the conduct of business by the Purchaser as currently conducted;
- (l) with respect to Material Contracts: (i) each Material Contract is legal, valid and binding and in full force and effect and is enforceable by the Purchaser in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; (ii) the Purchaser has performed the obligations required to be performed by it under each Material Contract (iii) the Purchaser is not in breach or default under any Material Contract nor does the Purchaser have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default; and (iv) as of the date of this Agreement, the Purchaser has no knowledge of, or has not received any notice (whether written or oral) of, any breach, default, cancellation, termination or non-renewal under any Material Contract by any party to a Material Contract;
- (m) the Purchaser owns or possesses, or has a licence to or otherwise has the right to use, all Intellectual Property which is material and necessary for the conduct of its business as presently conducted (collectively, the "Intellectual Property Rights"); (ii) to the knowledge of the Purchaser, all such Intellectual Property Rights that are owned by the Purchaser are valid

and enforceable subject only to any limitation under bankruptcy, insolvency or other Applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and do not infringe in any material way upon the rights of others; and (iii) to the knowledge of the Purchaser, no third party is infringing upon the Intellectual Property Rights owned or licensed by the Purchaser;

- (n) with respect to the Purchaser Employees:
- (i) the Purchaser is in material compliance with all terms and conditions of employment and all Applicable Laws respecting employment, including pay equity, wages, hours of work, overtime, vacation, human rights and work safety and health.
  - (ii) all amounts due or accrued due for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits under any employee plans and other similar accruals have been either paid or are accurately reflected in all material respects in the books and records of the Purchaser.
  - (iii) except as previously disclosed, there are no material Purchaser Employee related claims, complaints, investigations or orders under all Applicable Laws that could reasonably be expected to have a material adverse effect on the Purchaser, on a consolidated basis, respecting employment now pending or, to the knowledge of the Purchaser, threatened against the Purchaser by or before any Governmental Authority as of the date of this Agreement.
  - (iv) no Purchaser Employee has any agreement as to length of notice or severance payment required to terminate his or her employment other than such as results from Applicable Law from the employment of an employee without an agreement as to notice or severance.
  - (v) there is no change of control payments, golden parachutes, severance payments, retention payments, contracts or other agreements with current or former Purchaser Employees.
  - (vi) there are no material outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due or owing pursuant to any workplace safety, workers compensation or insurance legislation and the Purchaser has been reassessed in any material respect under such legislation during the past three years and, to the knowledge of the Purchaser, no audit of the Purchaser is currently being performed pursuant to any applicable workplace safety, workers compensation or insurance legislation. As of the date of this Agreement, to the Purchaser's knowledge, there are no

claims or potential claims which may materially adversely affect the Purchaser, on a consolidated basis.

- (o) with respect to Taxes:
  - (i) all material Tax Returns required by Applicable Laws to be filed with any Governmental Authority by, or on behalf of, the Purchaser have been filed when due in accordance with Applicable Laws (taking into account any applicable extensions), and all such material Tax Returns are complete and correct in all material respects.
  - (ii) the Purchaser has had paid on its behalf, or has collected, withheld and remitted to the appropriate Governmental Authority all material Taxes due and payable by them on a timely basis. The Purchaser has provided adequate accruals in accordance with GAAP in the most recently consolidated financial statements of the Purchaser for any Taxes of the Purchaser for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of the most recent consolidated financial statements of the Purchaser, no material liability in respect of Taxes not reflected in such financial statements or otherwise disclosed herein, has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.
  - (iii) no material deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted with respect to Taxes of the Purchaser and the Purchaser is not a party to any action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of the Purchaser, threatened against the Purchaser, or their assets.
  - (iv) there are no currently effective material elections, agreements or waivers extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes, or of the filing of any material Tax Return or any payment of material Taxes, by the Purchaser.
- (p) the Purchaser is a reporting issuer in the Provinces of British Columbia, Alberta, and Ontario and the Purchaser Shares are listed for trading on the Exchange; and
- (q) the Purchaser has filed all documents required to be filed by it in accordance with Applicable Laws and/or the Exchange. The Purchaser has timely filed or furnished all Purchaser Filings required to be filed or furnished by the Purchaser with any Governmental Authority (including "material contracts" required to be filed by Part 12 of National Instrument 51-102 – Continuous Disclosure Obligations). Each of the Purchaser

Filings complied in both form and content as filed in all material respects with Applicable Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any misrepresentation or untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Purchaser has not filed any confidential material change report which at the date of this Agreement remains confidential.

4.4 The representations and warranties set out herein shall survive the date of this Agreement and, notwithstanding any investigation made by or on behalf of a party hereto and the occurrence of the Acquisition Closing, shall continue in full force and effect for a period of two (2) years following the Acquisition Closing Date (the "**Survival Period**").

## **5. Conditions of Closing**

5.1 The Vendors shall not be obligated to complete the sale of the Purchased Shares pursuant to this Agreement and the other transactions contemplated herein, unless, at the Acquisition Closing, each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendors:

- (a) the representations and warranties of the Purchaser in section 4.3 of this Agreement shall be true and correct in all material respects at the Acquisition Closing Date;
- (b) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Acquisition Closing shall have been performed and observed in all material respects;
- (c) the receipt of any approvals or consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, and all such approvals being in full force and effect;
- (d) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser; and
- (e) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

5.2 If any condition in section 5.1 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Vendors to comply with its obligations under this Agreement, then the Vendors may, without limiting any rights or remedies available to the Vendors at law or in equity, either:

- (a) terminate this Agreement by notice to the Purchaser; or

- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

5.3 The Purchaser shall not be obligated to complete the purchase of the Purchased Shares pursuant to this Agreement and the other transactions contemplated herein, unless, at the Acquisition Closing, each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser:

- (a) the representations and warranties of the Vendors as set out in section 4.1 of this Agreement shall be true and correct in all material respects at the Acquisition Closing Date;
- (b) the representations and warranties of the Company as set out in section 4.2 of this Agreement shall be true and correct in all material respects at the Acquisition Closing Date;
- (c) the covenants and conditions of the Vendor to be performed and observed in this Agreement prior to or at Acquisition Closing shall have been performed and observed in all material respects;
- (d) the Vendors and the Company having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required by the Exchange;
- (e) the receipt of any approvals or consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein, in form and content and upon such conditions, if any, acceptable to the Purchaser, and all such approvals being in full force and effect;
- (f) the completion of the transactions contemplated herein not constituting a "fundamental change" or a "change of business" for the Purchaser, as defined in the policies of the Exchange;
- (g) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Company;
- (h) the Company shall have no Company Employees and there shall be no liabilities owing to former Company Employees;
- (i) the Board of Directors of the Company shall have approved the transfer of the Purchased Shares contemplated in this Agreement, in accordance with the constating documents of the Company; and
- (j) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

5.4 If any condition in section 5.3 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Purchaser to comply with its obligations under this Agreement, then the Purchaser may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

- (a) terminate this Agreement by notice to the Company; or
- (b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

## **6. Acquisition Closing**

6.1 The Acquisition Closing shall take place electronically, at such time and date as the Purchaser may elect.

6.2 At Acquisition Closing, the Company (on its own behalf and on behalf of the Vendors) shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) a copy of the resolutions of the Company authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) copies of resignations of Campbell Becher as members of the board of directors and management of the Company as of the Acquisition Closing;
- (c) a copy of the resolutions of the Company authorizing the appointment of the following individual to the board of the directors to the Company at the Acquisition Closing:
  - (i) Jatinder Dhaliwal;
- (d) the minute books of the Company and all corporate, financial, legal and technical files, records and data of the Company related to the business of the Company;
- (e) evidence of a book entry into the Company's registered list of shareholders, demonstrating the due transfer of the Purchased Shares owned by the Vendors to the Purchaser or such other evidence of transfer as may be acceptable to the Purchaser;
- (f) evidence of a book entry into the Company's registered list of shareholders, demonstrating the due issuance of the Company Shares being acquired by the Purchaser hereunder, duly registered in the name of the Purchaser or such other evidence of issuance as may be acceptable to the Purchaser; and
- (g) such other documents and instruments in connection with the Acquisition Closing as may be reasonably requested by the Purchaser.

6.3 At Acquisition Closing, the Purchaser shall deliver or cause to be delivered to the Vendors the following documents:

- (a) a copy of the resolutions of the Purchaser authorizing this Agreement and the transactions contemplated herein and hereby;
- (b) certificates, or copies thereof, representing the Consideration Shares, duly registered in accordance with Schedule "A" hereto, subject further to the provisions of section 2.4 of this Agreement; and
- (c) such other documents and instruments in connection with the Acquisition Closing as may be reasonably requested by the Company (on behalf of the Vendors).

## **7. Termination**

7.1 This Agreement may be terminated by the mutual consent of the parties or in the following circumstances by written notice given by the terminating party to the other parties hereto:

- (a) by the Company (on behalf of the Vendors) or the Purchaser, if the Acquisition Closing has not occurred on or before November 30, 2020, or such later date as may be mutually agreed by the Purchaser and the Vendors;
- (b) by the Company (on behalf of the Vendors), if the Purchaser is in default of any covenant on its part to be performed hereunder, the Company has given written notice to the Purchaser of such default, the Purchaser has not proceeded to cure such default within ten (10) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Company's reasonable satisfaction provided that in any case such default shall be cured within twenty (20) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); and
- (c) by the Purchaser if any of the Vendors or the Company is in default of any covenant on its part to be performed hereunder, the Purchaser has given written notice to the Vendors and the Company of such default, and the Vendor in default and/or the Company has not proceeded to cure such default within ten (10) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Purchaser's reasonable satisfaction provided that in any case such default shall be cured within twenty (20) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof).

7.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement, except for this section 7.2 and sections 10 and 11. Each party's right of termination is in addition to and not in derogation or limitation of any other

rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

## **8. Reporting and Consent**

8.1 Each Vendor, on its own behalf and on behalf of any other person for whom it is contracting hereunder, expressly consents and agrees to:

- (a) the Purchaser collecting personal information regarding the Vendor for the purpose of completing the transactions contemplated by this Agreement; and
- (b) the Purchaser releasing personal information regarding the Vendor and this Agreement, including the Vendor's name, residential address, telephone number, email address and registration and delivery instructions, the number of Consideration Shares received, and, if applicable, information regarding the beneficial ownership or the principals of the Vendor, to securities regulatory authorities in compliance with Applicable Laws, to other authorities as required by law and to the registrar and transfer agent of the Purchaser for the purpose of arranging for the preparation of the certificates representing the Consideration Shares in connection with the transaction contemplated in this Agreement.

The purpose of the collection of the information is to ensure the Purchaser and its advisors will be able to issue the Consideration Shares to the Vendor in accordance with the instructions of the Vendor and in compliance with applicable corporate, securities and other laws, as well as Exchange requirements, and to obtain the information required to be provided in documents required to be filed with securities regulatory authorities under Applicable Laws and with other authorities (including the Exchange) as required, which may include their public disclosure of such information. The Vendor, on its own behalf and on behalf of any other person for whom it is contracting hereunder, further expressly consents and agrees to the collection, use and disclosure of all such personal information by securities regulatory authorities and other authorities in accordance with their requirements, including but not limited to the publishing or making available to the public of such information and the provision of such information to third party service providers for their collection, use and disclosure from time to time.

The contact information for the officer of the Purchaser who can answer questions about the collection of information by the Purchaser is as follows:

Name and Title:	<u>Jatinder Dhaliwal, Chief Executive Officer</u>
Purchaser Name:	<u>Global Health Clinics Ltd.</u>
Address:	<u>400-837 West Hasting Street, Vancouver, BC</u> <u>V6C3N6</u>
Email Address:	<u>dhaliwal.jat@gmail.com</u>



## 9. Notices

9.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by telecommunication, facsimile, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

(a) If to the Company or the Vendors at:

2770914 Ontario Inc.  
1 Northridge Trail  
Caledon, ON L7K 1T6

Attention: Campbell Becher  
Email: [rwbecher@gmail.com](mailto:rwbecher@gmail.com)

(b) If to the Purchaser at:

Global Health Clinics Ltd.  
400-837 West Hasting Street  
Vancouver, BC V6C 3N6

Attention: Jatinder Dhaliwal  
Email: [dhaliwal.jat@gmail.com](mailto:dhaliwal.jat@gmail.com)

With a copy to:

Cassels Brock & Blackwell LLP  
Suite 2200, 885 West Georgia Street  
Vancouver, British Columbia  
V6C 3E8

Attention: Jeff Durno  
Email: [jdurno@cassels.com](mailto:jdurno@cassels.com)

and such shall be deemed to have been given (i) if effected by personal delivery, or telecommunication, facsimile or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

9.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified will be the address of such party for the purpose of giving notice hereunder.

**10. Expenses**

10.1 Each of the parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial and investment advisors, brokers and finders.

**11. General**

11.1 This Agreement constitutes the entire agreement among the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

11.2 The parties shall from time to time prior to or after Acquisition Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

11.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

11.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

11.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

11.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

11.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in British Columbia, and the parties hereby irrevocably agree that the courts of the Province British Columbia shall have exclusive jurisdiction to entertain any action arising under this Agreement.

11.8 The Vendors and the Company acknowledge and agree that this Agreement has been prepared by Cassels Brock & Blackwell LLP, as legal counsel to the Purchaser, and that at no time has Cassels Brock & Blackwell LLP provided legal advice to the Vendors or the Company, and the Vendors and the Company hereby acknowledge and declare that they have sought the requisite independent legal advice in connection with the entering into of this Agreement.

11.9 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

[Signature Page Follows]

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**GLOBAL HEALTH CLINICS LTD.**

Per:           /s/ "Jatinder Dhaliwal"  
          Authorized Signatory

\_\_\_\_\_  
Witness

**2770914 ONTARIO INC.**

Per:           /s/ "Campbell Becher"  
          Authorized Signatory

          /s/ "David Bentil"  
\_\_\_\_\_  
**David Bentil**

**1263141 B.C. Ltd.**

By:           /s/ "Andy Chu"  
      Name:  
      Title:

\_\_\_\_\_  
Witness

          /s/ "Josh Daguno"  
\_\_\_\_\_  
**Josh Daguno**

**1250821 B.C. LTD.**

By:           /s/ "Mohammad Behroyan"  
      Name:  
      Title:

\_\_\_\_\_  
Witness

          /s/ "Shahin Behroyan"  
\_\_\_\_\_  
**Shahin Behroyan**

**Becher Family Holdings Inc.**

By: /s/ "Campbell Becher"

Name:  
Title:

/s/ "Campbell Becher"

**Campbell Becher**

          
Witness

**SCHEDULE "A"**  
**LIST OF VENDORS**

Name	Company Shares Held	Purchased Shares	Consideration Shares to be Received
<b>David Bentil</b> <i>Province/State: British Columbia</i> <i>Country of Residence: Canada</i>	1,000,000	1,000,000	1,000,000
<b>1263141 B.C. LTD.</b> <i>Province/State: British Columbia</i> <i>Country of Residence: Canada</i>	2,500,000	2,500,000	2,500,000
<b>Josh Daguno</b> <i>Province/State: British Columbia</i> <i>Country of Residence: Canada</i>	2,500,000	2,500,000	2,500,000
<b>1250821 B.C. LTD.</b> <i>Province/State: British Columbia</i> <i>Country of Residence: Canada</i>	2,500,000	2,500,000	2,500,000
<b>Shahin Behroyan</b> <i>Province/State: British Columbia</i> <i>Country of Residence: Canada</i>	2,500,000	2,500,000	2,500,000
<b>Becher Family Holdings Inc.</b> <i>Province/State: Ontario</i> <i>Country of Residence: Canada</i>	500,000	500,000	500,000
<b>Campbell Becher</b> <i>Province/State: Ontario</i> <i>Country of Residence: Canada</i>	500,000	500,000	500,000
<b>TOTAL</b>	<b>12,000,000</b>	<b>12,000,000</b>	<b>12,000,000</b>