

**SHARE PURCHASE AGREEMENT**

**THIS AGREEMENT** made as January 2, 2023.

B E T W E E N:

**MYDECINE INNOVATIONS GROUP INC.**

(the “Vendor”)

- and -

**FIDES INVESTMENTS INTERNATIONAL INC.**

( “Purchaser”)

**WHEREAS**

1. The Vendor is the registered and beneficial owner of 5,125,000 common shares in the capital of Pangenomic Health Inc. (the “**Purchased Shares**”); and
2. the Vendor has agreed to sell, and the Purchaser has agreed to purchase such Purchased Shares from the Vendor, upon and subject to the terms contained herein, in consideration of \$600,000 (the “**Consideration**”).

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed by and between the parties hereto as follows:

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

**Section 1.1 Definitions.** In this Agreement and in the schedules attached hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms with the initial letter or letters thereof capitalized shall have the following meanings:

- (a) “**Agreement**” means this agreement, as the same may be amended, supplemented or restated from time to time;
- (b) “**Business Day**” means any day except a day that is a Saturday, a Sunday, a holiday or another day on which the offices of the Bank of Canada located in the City of Toronto are not open to the public for business;
- (c) “**Closing Date**” means the date on which the Vendor has delivered share certificates or DRS Advices representing the Purchased Shares registered in the name of the Purchaser,;

- (d) **“Closing Time”** means 11:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Vendor and the Purchaser may agree upon;
- (e) **“Consideration”** has the meaning ascribed to it in the recitals;
- (f) **“Corporation”** means Pangenomic Health Inc.;
- (g) **“Encumbrance”** means any encumbrance of any kind or nature whatsoever and includes a mortgage, charge, pledge, security interest, lien, encumbrance, action, claim, demand, adverse interest, trust or deemed trust, whether contractual, statutory or otherwise, however arising, or any other right or claim of any Person of any kind or nature whatsoever and any restrictive covenant or other agreement, restriction or limitation, registered or unregistered;
- (h) **“Person”** means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental or regulatory agency or board or commission or authority, unincorporated association, unincorporated syndicate, unincorporated organization and other form of entity or organization of any kind or nature whatsoever;
- (i) **“Purchased Shares”** has the meaning ascribed to it in the recitals;

**Section 1.2 Statutes.** Unless specified otherwise herein, a reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor statute of comparable effect.

**Section 1.3 Number and Gender.** In this Agreement, words in the singular include the plural and *vice-versa* and words in either gender or neuter include both genders and neuter.

**Section 1.4 Applicable Law.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario, excluding any rule or principle of the conflict of laws that might refer such interpretation to the laws of another jurisdiction. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or related hereto.

**Section 1.5 Currency.** Unless specified otherwise herein, all statements of or references to dollar amounts in this Agreement are to lawful money of Canada.

**Section 1.6 Business Days.** If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

## **ARTICLE 2** **PURCHASE AND SALE**

**Section 2.1 Purchase Transaction.** Subject to the terms and conditions of this Agreement, at the Closing Time, the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the Purchased Shares.

**Section 2.2 Consideration.** The Purchaser agrees that the purchase price for the Purchased Shares shall be fully satisfied at closing by the delivery to the Vendor of a non-interest bearing promissory note issued by the Purchaser (the “**Promissory Note**”), in the form attached hereto as Schedule “A”. The Promissory Note shall mature on the date that is 45 days from the Closing Date and may be repayable at the Purchaser’s option in whole or in part at any time prior to the maturity date without bonus or penalty.

### **ARTICLE 3** **CLOSING ARRANGEMENTS**

**Section 3.1 Closing Arrangements.** The Vendor will deliver to the Purchaser original certificates or DRS Advices representing the Purchased Shares. The Purchaser shall issue the Promissory Note in accordance with Section 2.2.

### **ARTICLE 4** **REPRESENTATIONS AND WARRANTIES**

**Section 4.1 Representations and Warranties of the Vendor.** The Vendor hereby represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying upon the accuracy of each and every one of such representations and warranties in connection with the purchase of the Purchased Shares, that:

- (a) **Ownership of Purchased Shares:** The Vendor is the holder of record and the beneficial owner of the Purchased Shares, with good and marketable title thereto, free and clear of any and all Encumbrances.
- (b) **No Other Agreements to Purchase:** No Person (other than the Purchaser) has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Vendor of any of the Purchased Shares.
- (c) **Right, Power and Authority of the Vendor to Sell Purchased Shares:** The Vendor has good right, full power and absolute authority to sell, assign and transfer the Purchased Shares to the Purchaser in the manner contemplated herein.
- (d) **Residence of the Vendor:** For purposes of the *Income Tax Act* (Canada), the Vendor is not a non-resident of Canada.
- (e) **Effectiveness of Agreement:** This Agreement has been executed and delivered by the Vendor and is a valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms, subject only to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

**Section 4.2 Representations and Warranties of the Purchaser.** The Purchaser hereby represents and warrants to the Vendor, and acknowledges that the Vendor is relying upon the accuracy of each and every one of such representations and warranties in connection, that:

- (a) Enforceability. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, subject to the usual qualification as to enforceability being limited by bankruptcy and other laws effecting the enforcement of creditors rights generally, equitable remedies being discretionary remedies and rights to indemnification and contribution being limited by applicable laws.
- (b) Securities Law Matters. The Purchaser acknowledges that:
- (i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Purchased Shares;
  - (ii) there is no government or other insurance covering the Purchased Shares;
  - (iii) there are risks associated with the purchase of the Purchased Shares; and
  - (iv) the Purchaser has no knowledge of a “material fact” or a “material change” (as those terms are defined in the *Securities Act* (Ontario)) in the affairs of the Corporation that has not been generally disclosed.
- (c) International Purchasers: If the Purchaser is a resident of a country other than Canada or the United States (an “**International Jurisdiction**”) it represents and warrants that:
- (i) the Purchaser is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to this Agreement and the acquisition of Purchased Shares, if any;
  - (ii) the Purchaser is purchasing the Purchased Shares and will receive the Purchased Shares pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Purchaser is permitted to purchase the Purchased Shares under the applicable securities laws of the International Jurisdiction without the need to rely on exemptions;
  - (iii) the applicable securities laws of the International Jurisdiction do not require the Corporation to file a prospectus, registration statement or similar document or to register the Purchased Shares, or to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and
  - (iv) the delivery of this Agreement and the acceptance of them by the Vendor and Corporation complies with or will comply with, as applicable, all applicable laws of the Purchaser’s jurisdiction of residence or domicile and all other applicable laws and will not cause the Vendor or the Corporation to become subject to or comply with any disclosure, prospectus or reporting requirements under any such applicable laws.

**ARTICLE 5**  
**MISCELLANEOUS**

**Section 5.1 Assignment.** The rights and obligations of the parties under this Agreement shall not be assignable without the prior written consent of the other parties.

**Section 5.2 Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns, as the case may be, and shall enure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, as the case may be.

**Section 5.3 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, promises, arrangements and understandings, written or oral, between any of the parties hereto.

**Section 5.4 Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant contained herein shall not affect the validity or enforceability of any other provision or covenant hereof and any such invalid provision or covenant shall be deemed to be severable from the balance of this Agreement.

**Section 5.5 Amendment.** No modification or amendment to this Agreement may be made unless agreed to by all of the parties hereto in writing.

**Section 5.6 Counterparts.** This Agreement may be executed in counterparts, including by way of facsimile transmission or PDF, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

**Section 5.7 Currency.** Unless otherwise noted, all references herein to dollar amounts are to lawful money of Canada.

**Section 5.8 Further Assurance.** The parties agree to execute and deliver to each other such further instruments and other written assurances and to do or cause to be done such further acts or things as may be necessary or convenient to carry out and give effect to the intent of this Agreement or as any of the parties may reasonably request in order to carry out the transactions contemplated herein.

**[signature page follows]**

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

**MYDECINE INNOVATIONS GROUP INC.**

*/s/ "David Joshua Bartch"*

\_\_\_\_\_  
*Authorized signing officer*

**FIDES INVESTMENTS INTERNATIONAL INC.**

*/s/ "Jade Dupuis"*

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*Authorized signing officer*

**SCHEDULE "A"**

**PROMISSORY NOTE**

**Loan Amount: \$600,000 CAD**

**Loan Date: January 2, 2023**  
**Loan Due Date: February 16, 2023**

For value received, the undersigned hereby promises to pay **MYDECINE INNOVATIONS GROUP INC.** the principal amount of **Six Hundred Thousand Canadian Dollars (CAD\$600,000)**, without interest.

This Promissory Note is given pursuant to the provisions of a Share Purchase Agreement dated January 2, 2023, between Mydecine Innovations Group Inc. and the undersigned.

The undersigned waives presentment, demand, notice, protest, notice of protest and notice of dishonour and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Promissory Note.

**DATED** at the City of Vancouver, in the Province of British Columbia, effective the 2nd day of January, 2023.

**FIDES INVESTMENTS INTERNATIONAL INC.**

Per:     /s/ "Jade Dupuis"