

INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This Intellectual Property Asset Purchase Agreement ("**Agreement**") is made effective as of January 10, 2022 (the "Effective Date"), by and between:

LivNao Technologies Corp., a company incorporated pursuant to the laws of Canada, having an office at 3800 Wesbrook Mall, Vancouver, BC, V6S 2L9 (the "**Seller**")

AND

Pangenomic Health Inc., a company incorporated pursuant to the laws of the Province of British Columbia, having its registered office at 595 Howe Street, Suite 704, Vancouver, BC, V6C 2T5 (the "**Buyer**")

RECITALS:

WHEREAS the Seller has developed a passive mental health measurement and tailored interventions platform for supporting user mental wellness and driving healthy behaviours with certain intellectual property as identified in Exhibit A (collectively the "**Technology**"), and

AND WHEREAS the Buyer wishes to purchase from the Seller, and the Seller wishes to sell to the Buyer, the Technology and any Intellectual Property (as defined herein) relating thereto on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

1. Purchase of Intellectual Property

Subject to the provisions of this Agreement, the Buyer agrees to purchase and acquire from the Seller, and the Seller agrees to sell, assign, and transfer to the Buyer, all of the Seller's legal and beneficial right, title and interest, throughout the world, in, to and associated with the Technology and the Intellectual Property (collectively, the "**Purchased Assets**").

For purposes of this Agreement, "**Intellectual Property**" means any and all proprietary rights and interests, in, to or associated with the Technology, throughout the world, including without limitation, all inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, databases, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), mask works, formulae, techniques, trade secrets, data, technology techniques, business methods, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship, whether or not patentable, copyrightable or trademarkable, any and all patent, copyright, trademark rights or similar rights contained in or embodied by, or relating to, the

Technology or that express the Technology, and any right to enforce any of the forgoing against third parties, including the right to bring legal proceedings against others who infringe, misuse or otherwise violate any of the forgoing.

2. Asset Transition Support

Upon closing of the sale, assignment and transfer of the Technology and the Intellectual Property by the Seller to the Buyer, the Seller shall provide transition support services to the Buyer relating to the Purchased Assets as specified in Exhibit B (the "**Transition Support**").

3. Consideration

In consideration for the sale, assignment and transfer of the Technology by the Seller to the Buyer, the Buyer shall issue to the Seller Five Hundred Thousand (500,000) common shares of the Buyer (the "**Buyer Share**") as fully paid and non-assessable shares in the capital of the Buyer (the "**Purchase Price**"). Such Buyer Shares have a deemed value of \$0.30 per share, or \$150,000 in total.

Additional Buyer Shares shall be issued to the Seller if the Technology is incorporated into one of the Buyer's products and such product attains certain active user figures ("**Performance Milestones**") as follows:

- (a) 500,000 additional Buyer Shares if 100,000 active users attained;
- (b) 500,000 additional Buyer Shares if 500,000 active users attained; or
- (c) 500,000 additional Buyer Shares if 1,000,000,000 active users attained.

The Buyer shall notify the Seller in writing if any of the above Performance Milestones is achieved. It is within the absolute discretion of the Buyer to make such determination. Additional Buyer Shares shall only be issued in respect of performance milestones attained on or before March 31, 2023. Maximum number of Buyer Shares to be issued under this Agreement if all Performance Milestones achieved is 2,000,000 common shares of the Buyer.

In consideration for the Transition Support, the Buyer will pay to the Seller the additional sum of \$1,000 in cash, on Closing.

4. Assumption of Liabilities

The parties acknowledge and agree that the Buyer is not assuming, nor shall it in any way be liable or responsible for, any liabilities, obligations or debts of the Seller, whether accrued, absolute, contingent or otherwise, arising before or after the Closing.

The Buyer agrees to assume all costs relating to the maintenance and enhancement of the Purchased Assets after Closing.

5. Closing

The closing of this transaction (the "**Closing**") shall take place not more than 5 business days following the receipt by the Buyer confirming the transfer and acceptance of the Purchased Assets, as approved by the parties' respective boards of directors, at such place and time as

Buyer and Seller may agree. If the Purchased Assets has not been received by the Buyer by February 15, 2022 then this Agreement shall be deemed to be automatically terminated without any further action of the parties, and, unless otherwise specifically set forth in this Agreement, the parties shall have no further obligations to each other hereunder.

6. Delivery and Condition of the Purchased Assets

(a) Immediately upon completion of the Closing, the Seller shall be deemed to have fully and completely transferred to the Buyer all rights, title and interest, if any, in, as well as possession, custody and control of, the Purchased Assets. Seller shall not be liable or responsible for any liabilities or obligations of any kind or nature whatsoever arising out of, under, or related to the Purchased Assets from and after the Closing.

(b) The Buyer agrees that it is purchasing and shall take possession of the Purchased Assets in their AS IS, WHERE IS condition.

(c) The Seller represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon such representations and warranties in connection with the purchase of the Purchased Assets contemplated hereunder: (i) the Seller is the sole legal and beneficial owner of the entire right, title and interest in and to the Purchased Assets, with good and marketable title thereto, free and clear of any and all encumbrances whatsoever, with full right, power and authority to sell, transfer and deliver the same to the Buyer, (ii) the execution and delivery of this Agreement by the Seller, and the consummation by it of the transactions contemplated herein has been duly authorized by all necessary action on the part of the Seller, and constitutes the valid and binding obligation of the Seller with respect thereto, duly enforceable against the Seller in accordance with its terms, (iii) there is no action, investigation or proceeding pending or threatened, or any basis for any of the foregoing known to the Seller, regarding the Purchased Assets, (iv) the Seller was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Purchased Assets, (v) this Agreement will not breach, or constitute a default under, any agreement to which the Seller is bound, (vi) the Seller has not granted to any third party, or authorized any third party to exercise, any of the Seller's rights in, under or to any o the Technology or the Intellectual Property, (vii) the Seller has fully disclosed to the Buyer in Exhibit "A" any and all patents, registrations, applications to patent, copyright, trademark or otherwise register the subject matter of any of the Technology or the Intellectual Property in any intellectual property office.

(d) The Seller agrees to immediately notify the Buyer in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate.

(e) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SELLER DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, WARRANTIES, OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER CONCERNING THE MERCHANTABILITY OR FITNESS OF THE PURCHASED ASSETS FOR A PARTICULAR PURPOSE.

7. Securities Matters

The Seller represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon such representations and warranties in connection with the issue and sale of the Buyer Shares to the Seller contemplated hereunder:

- (a) The Seller is (**check** one or more of the following as applicable):
- _____ (i) an accredited investor, **in which case the Seller has completed, signed and delivered to the Buyer the Accredited Investor Confirmation attached as Schedule “I” to this Agreement;** or
 - _____ (ii) either a director, executive officer, control person or founder of the Buyer or a close personal friend, close business associate, spouse, parent, grandparent, sibling or child (or a parent, grandparent, sibling or child of a spouse) of a director, executive officer, control person or founder of the Buyer, or an entity in which a majority of the voting securities or a majority of the directors are persons described above in this paragraph (ii) **in which case the Seller will complete, sign and deliver to the Buyer the Confirmation of Relationship attached as Schedule “II” to this Agreement.**
- (b) The Seller has had or been given the opportunity to have the proposed investment and all aspects thereof examined by and explained to it by the Seller’s own legal counsel, tax advisor, and financial consultant, or the Seller has experience in business enterprises or investments that involve risks of a type or to a degree substantially similar to those involved in an investment in the Buyer.
- (c) The Seller is purchasing the Buyer Shares hereunder as principal for the Seller’s own account and not for the benefit of any other person, and the Seller is purchasing the Buyer Shares for investment purposes only and has no present intention of distributing or reselling the Buyer Shares or any part thereof.
- (d) The Seller acknowledges and agrees that the Buyer’s business is a start-up business which involves a high degree of risk and the purchase of the Buyer Shares must be considered a high risk investment in which the Seller may lose all of its investment.
- (e) The Seller acknowledges that the Buyer is not a reporting issuer in any jurisdiction and that, as a result, the Buyer Shares will be subject to restrictions on resale, and the Buyer Shares may be endorsed with such restrictive legends as may be, imposed by applicable securities legislation until:
- (i) all applicable resale restrictions have been satisfied and the applicable statutory hold period has expired;
 - (ii) a further statutory exemption under applicable securities legislation is available to the Seller;
 - (iii) an appropriate discretionary order under applicable securities legislation is obtained; or
 - (iv) the Seller, if a control person, has satisfied all conditions relating to sales by control persons set out in applicable securities legislation.

The Seller acknowledges that it is the Seller’s obligation to ensure that he, she or it complies with the resale restrictions, if any, applicable at the time the Subscriber wishes to sell or trade any of the Buyer Shares and that it is not the obligation of the Buyer or its

solicitors to keep the Seller informed of the applicable resale restrictions. The Seller further acknowledges it has been advised to consult with the Seller's own legal advisers before selling or trading the Shares to ensure compliance with all applicable laws.

8. Time of the Essence

Time is of the essence of this Agreement.

9. Independent Legal Advice

The Seller acknowledges and agrees that the Seller has been advised, and has had an opportunity to obtain, independent legal advice prior to the execution of this Agreement, and that the Seller has either obtained such independent legal advice or has refrained from doing so without any undue pressure or influence.

10. Notices

Any notice required by this Agreement shall be in writing and effectively delivered to the following addresses:

If directed to the Seller:

Shikib Mehri, CTO
LivNao Technologies Corp.
3800 Wesbrook Mall, Vancouver, BC, V6S 2L9

If directed to the Buyer:

Vincent Lum, CEO
Pangenomic Health Inc.
595 Howe Street, Suite 704, Vancouver, BC
V6C 2T5

All notices shall be deemed delivered upon receipt.

11. Further Assurances

The Seller agrees to execute any and all papers and documents, and take such other actions as are reasonably requested by the Buyer, to evidence, perfect, defend the foregoing sale, transfer and assignment of the Purchased Assets and fully implement the proprietary rights in the subject matter sold, transferred and assigned hereunder, such as obtaining and enforcing copyrights, patents and trademarks and to fully cooperate in the prosecution, enforcement and defense of such proprietary rights.

12. Survival

The representations, warranties and covenants contained herein shall not survive the execution and delivery of this Agreement and Closing.

13. Severability

Any provision of this Agreement that shall be prohibited or unenforceable shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining

provisions hereof.

14. Entire Agreement

This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

16. Counterparts

This Agreement may be executed in one or more counterparts all of which when taken together constitute one and the same instruments. A signed counterpart is as binding as an original.

17. Binding Effect

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns.

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

SELLER:

BUYER

LIVNAO TECHNOLOGIES CORP.

PANGENOMIC HEALTH INC.

“Shikib Mehri”
Shikib Mehri, CTO and Director

“Vincent Lum”
Vincent Lum, CEO

EXHIBIT A - IP

The Seller IP consists of the following key artifacts:

Source Code Modules:

- Lambda Functions
- Machine Learning Pipeline and Modules - Python
- Mobile Code – Android and iOS – Study app / Java & Swift
- Mobile Code – Android and iOS – application / Java & Swift
- Product Demo

Other Software Components:

- Scripts for build and deployment
- AWS service configurables

Open Source Components and Tools:

- XGBoost
- Scikit sklearn
- Torch

Patent:

- International PCT Application Filing – LIVN-001/01WO 35759/4
- USPTO Provisional Patent Application Filings – 62/961897 and 62/961904

Documentation:

- Architectural design documents
- Test plans and user stories
- User studies and findings

EXHIBIT B – TRANSITION SUPPORT

Transition support for the IP consist of the following:

- Bundling of the IP and transfer of the source code and associated artifacts to the Buyer's code repository

SCHEDULE I

ACCREDITED INVESTOR CONFIRMATION (For Subscribers who are accredited investors)

The Seller represents and warrants to the Buyer that the Seller has read the following definition of an “accredited investor” from National Instrument 45-106 *Prospectus and Registration Exemptions* and certifies that the Seller is an accredited investor by virtue of falling into one or more of the categories below (please initial in the appropriate box below):

- _____ (a) a Canadian financial institution, or a Schedule III bank.
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada).
- _____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.
- _____ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador).
- _____ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person or company referred to in paragraph (d).
- _____ (f) the government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the government of Canada or a jurisdiction of Canada.
- _____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comite de gestion de la taxe scolaire de L'île de Montreal or an intermunicipal management board in Quebec.
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government.
- _____ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada.
- _____ (j) an individual who, either alone or together with a spouse, beneficially owns financial assets (cash and securities) having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds CDN \$1,000,000.
- _____ (k) an individual whose net income before taxes exceeded CDN \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded CDN \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year.
- _____ (l) an individual who, either alone or with a spouse, has net assets of at least CDN \$5,000,000.
- _____ (m) a person, other than an individual or investment fund, that has net assets of at least CDN \$5,000,000.
- _____ (n) an investment fund that distributes or has distributed its securities only to:
 - (i) a person that is or was an accredited investor at the time of the distribution;
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 of NI 45-106 [*Minimum Amount Investment*], and 2.19 of NI 45-106 [*Additional Investment in Mutual Funds*], or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 of NI 45-106 [*Investment Fund Reinvestment*].

- _____ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in the case of Quebec, the securities regulatory authority, has issued a receipt.
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be.
- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person:
 - (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
 - (ii) in Ontario, is purchasing a security that is not a security of an investment fund.
- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded.
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) through (d) and (i) in form and function.
- _____ (t) a person in respect of which all of the owners of interests, direct or indirect or beneficial, except the voting securities required by law to be owned by directors, are persons or companies that are accredited investors.
- _____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser.
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Quebec, the regulator as an accredited investor.

The representations and warranties made in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the date of closing of the transaction contemplated by this Agreement. If any such representations and warranties becomes untrue or inaccurate prior to the closing, the undersigned Seller will give the Buyer immediate written notice.

The Seller acknowledges that the Buyer will be relying on this certificate in connection with the Agreement. The statements made in this certificate are true.

Dated _____, 2022.

Signature of Authorized Signatory of Seller:

Name of Seller:

Name and Title of Authorized Signatory:

Address of Seller:

SCHEDULE II

CONFIRMATION OF RELATIONSHIP

(For persons that are NOT accredited investors but ARE a director, executive officer, control person or founder of the Buyer or a close personal friend, close business associate, spouse, parent, grandparent, sibling or child (or a parent, grandparent, sibling or child of a spouse) of a director, executive officer, control person or founder of the Buyer)

The Seller represents and warrants to the Buyer that the Seller has read the following definitions from National Instrument 45-106 *Prospectus and Registration Exemptions* and certifies that the Subscriber has the relationship(s) to the Buyer or its directors, executive officers, control persons or founders by virtue of the Seller falling into one or more of the categories below (please **initial** in the appropriate box below):

(Initials)

- _____ (a) a director, executive officer, employee or control person of the Buyer.
- _____ (b) a spouse, parent, grandparent, brother, sister, child or grandchild of a director, executive officer or control person of the Buyer.
- _____ (c) a parent, grandparent, brother, sister, child or grandchild of the spouse of a director, executive officer or control person of the Buyer.
- _____ (d) a close personal friend of a director, executive officer or control person of the Buyer.
- _____ (e) a close business associate of a director, executive officer, founder or control person of the Buyer.
- _____ (f) a founder of the Buyer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate of a founder of the Buyer.
- _____ (g) a parent, grandparent, brother, sister, child or grandchild of a spouse of a founder of the Buyer.
- _____ (h) a security holder of the Buyer.
- _____ (i) a person or corporation of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subparagraphs (a) to (h) above.
- _____ (j) a trust or estate of which all of the beneficiaries or a majority of the trustees are persons or companies described in subparagraphs (a) to (h) above.

For the purposes of this certificate:

(A) “**close business associate**” means an individual who has had sufficient prior business dealings with the director, executive officer, founder or control person to be in a position to assess the capabilities and trustworthiness of the director, executive officer, founder or control person.

A casual business associate or a person introduced or solicited for the purpose of purchasing securities is not a close business associate.

An individual is not a close business associate solely because the individual is a client, customer, or former client or customer. For example, an individual is not a close business associate of a registrant or former registrant solely because the individual is a client or former client of that registrant or former registrant.

The relationship between the Seller and the director, executive officer, founder or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, executive officer, founder or control person.

(B) “**close personal friend**” means an individual who has known the director, executive officer, founder or control person well enough and for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, executive officer, founder or control person. The term close personal friend can include family members not already listed in the exemption if the family member is in a position to assess the capabilities and trustworthiness of the director, executive officer, founder or control person.

An individual is not a close personal friend solely because the individual is a relative or a member of the same organization, association or religious group. An individual is not a close personal friend solely because the individual is a client, customer, or former client or customer. For example, an individual is not a close personal friend of a registrant or former registrant simply because the individual is a client or former client of that registrant or former registrant.

The relationship between the Seller and the director, executive officer, founder or control person must be direct. For example, the exemption is not available for a close personal friend of a close personal friend of the director, executive officer, founder or control person.

The representations and warranties made in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the date of closing of the transaction contemplated by this Subscription Agreement. If any such representations and warranties becomes untrue or inaccurate prior to the closing, the undersigned Seller will give the Buyer immediate written notice.

(C) “**founder**” means, in respect of an issuer, a person who (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer; and (ii) at the time of the distribution or trade is actively involved in the business of the issuer.

Name and Position of Director / Executive Officer / Founder / Control Person known to the Seller:

Brief Description of Relationship:

The Seller acknowledges that the Buyer will be relying on this certificate in connection with the Subscription Agreement. The statements made in this certificate are true.

Dated: January 10, 2022.

Signature of Authorized Signatory of Seller:

Name of Seller:

Name and Title of Authorized Signatory:

Address of Seller:
