

**AMENDMENT NO. 1 TO
INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT**

This Amendment No. 1 (this "Amendment"), to that Intellectual Property Asset Purchase Agreement dated January 10, 2022 (the "Agreement") between Pangenomic Health Inc. and LivNao Technologies Corp. (collectively, the "Parties"), is entered as of February 15, 2022 (the "Effective Date").

WHEREAS:

- A. The Parties have previously entered into the Agreement; and
- B. The Parties desire to amend the Agreement as set forth in this Amendment,

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

- 1. Unless otherwise defined in this Amendment, capitalized terms used but not defined shall have their respective meanings as set forth in the Agreement.
- 2. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

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 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.

- 3. The reference to "February 15, 2022" in Section 5 of the Agreement is hereby deleted and replaced with "March 31, 2022".
- 4. This Amendment, together with the Agreement as amended hereby, constitutes the entire agreement and understanding of the Parties with respect to those subject matters hereof and thereof, and supersedes all prior and contemporaneous negotiations, correspondence, agreements, understandings, duties and obligations with respect to the subject matters hereof.

5. Except as modified by this Amendment, the Agreement remains in full force and effect in accordance with its terms, and are hereby ratified, confirmed and approved in all respects by the Parties without any further modification.
6. This Amendment may be executed in any number of counterparts and delivered by email or facsimile, each of which shall be deemed to be an original, but all of which together shall constitute the same Amendment. Execution and delivery of this Amendment by facsimile or other electronic means shall be deemed to be, and shall have the same effect as, execution by an original signature and delivery in person.

IN WITNESS WHEREOF the Parties have executed this Amendment as of the Effective Date.

PANGENOMIC HEALTH INC.

Per: "Robert Nygren"
Robert Nygren
Chairman and Director

LIVNAO TECHNOLOGIES CORP.

Per: "Shikib Mehri"
Shikib Mehri
Director