

## SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 18th day of November, 2022.

### AMONG:

**PANGENOMIC HEALTH INC.**, a corporation existing under the laws of British Columbia

(hereinafter referred to as the “**Purchaser**”)

- and -

**MINDLEAP HEALTH INC.**, a corporation existing under the laws of British Columbia

(hereinafter referred to as “**MindLeap**”)

-and-

**MYDECINE INNOVATIONS GROUP INC.**, a corporation existing under the laws of British Columbia

(hereinafter referred to as the “**Seller**”)

**WHEREAS** the Seller is the sole legal and beneficial holder of all of the issued and outstanding shares of MindLeap;

**AND WHEREAS** on the terms and subject to the conditions herein set forth, the Purchaser desires to purchase from the Seller, and the Seller wishes to sell to the Purchaser, all of the issued and outstanding shares of MindLeap.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

### ARTICLE I. INTERPRETATION

#### Section 1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) “**Agreement**” means this share exchange agreement as the same may be supplemented or amended from time to time;
- (b) “**BCBCA**” means the *Business Corporations Act* (British Columbia), including all regulations thereunder, as amended;
- (c) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any

other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;

- (d) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (e) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (f) “**Closing Date**” means the date of Closing, which shall be the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such other date as the parties may mutually determine;
- (g) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (h) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, by-laws or other constituting documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (i) “**CSE**” means the Canadian Securities Exchange;
- (j) “**Directed Selling Efforts**” has the meaning set forth in Rule 902(c) of Regulation S, promulgated under the U.S. Securities Act, being any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered in reliance on Regulation S of the U.S. Securities Act, including placing an advertisement in a publication with a general circulation in the United States that refers to the offering of securities being made in reliance upon Regulation S of the U.S. Securities Act;
- (k) “**Disclosure Letter**” means a letter of even date with this Agreement from the Seller to the Purchaser that is described as the ‘Disclosure Letter’;
- (l) “**disclosed**” means, in the case of matters to be disclosed by the Seller and MindLeap in the Disclosure Letter, expressly and fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in the Disclosure Letter, and, in the case of matters to be disclosed by the Purchaser, disclosed in the Public Record;
- (m) “**Exercise Price**” means the price of \$0.30, or such greater price as may be required by the CSE, per Unit Warrant Share;

- (n) “**Finder Agreement**” means that agreement dated November 18, 2022 among the Purchaser, DNB Caestus Solutions Inc. and Centurion Consulting Ltd.;
- (o) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, stock exchange, including the CSE and the NEO, privacy or data protection regulatory authorities or intellectual property offices;
- (p) “**IFRS**” means International Financial Reporting Standards;
- (q) “**Initial Transition Services Payment**” has the meaning set forth in Section 2.05;
- (r) “**IP**” means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, patent term extensions and renewals thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contracts and agreements otherwise relating to the IP, (ix) the goodwill symbolized or represented by any of the foregoing, (x) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (xi) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (xii) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;
- (s) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;
- (t) “**Licensed IP**” has the meaning set forth in Section 5.03(w)(v);

- (u) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (v) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or MindLeap, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;
- (w) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$25,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (x) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (y) “**MindLeap App**” means MindLeap’s wellness mobile application;
- (z) “**MindLeap App Source Code**” has the meaning set forth in Section 5.03(y);
- (aa) “**MindLeap Assets**” means the assets of MindLeap as described in the Disclosure Letter;
- (bb) “**MindLeap Financial Statements**” means the audited financial statements of MindLeap for the financial years ended December 31, 2021 and December 31, 2020 and the unaudited financial statements of MindLeap for the three and nine-month periods ended September 30, 2022 and September 30, 2021;
- (cc) “**MindLeap IP**” has the meaning set forth in Section 5.03(w)(i);
- (dd) “**MindLeap IP Agreements**” has the meaning set forth in Section 5.03(w)(vi);
- (ee) “**MindLeap Material Contracts**” has the meaning set forth in Section 5.03(v);
- (ff) “**MindLeap Patent Application**” means the patent application filed with the USPTO bearing the application number 63/149,913 and the WIPO International Application No. PCT/CA2022/050226 and the International Publication Number WO 2022/174342 A1, including the underlying intellectual property and patent assets, all patent rights in respect of the foregoing and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, patent term extensions and renewals thereof;



- (gg) “**MindLeap Shares**” means 15,825,000 common shares in the capital of MindLeap, being all of the outstanding shares of MindLeap;
- (hh) “**misrepresentation**” shall have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (ii) “**NEO**” means Neo Exchange Inc.;
- (jj) “**NI 45-102**” means National Instrument 45-102 *Resale of Securities*, as amended;
- (kk) “**NI 45-106**” means National Instrument 45-106 *Prospectus Exemptions*, as amended;
- (ll) “**NI 62-104**” means National Instrument 62-104 *Takeover Bids and Issuer Bids*, as amended;
- (mm) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (nn) “**Personal Information**” means any information MindLeap collects, uses, processes or maintains, or is otherwise collected, used, processed or maintained on its behalf, or is in the possession, custody or control of MindLeap that: (i) relates to an identifiable individual and identifies or can be used to identify that individual, directly or indirectly, either alone or in combination with other personal or identifying information that is or can be associated with that specific individual, including but not limited to: (a) first and last name; (b) home or other physical address, including street name and name of city or town and/or province or territory; (c) email address or other online information, such as a user name and password; (d) telephone number; (e) government-issued identification or other number; (f) financial or payment card account number; (g) date of birth; or (h) health information, including information regarding the individual's medical history or mental or physical condition, or medical treatment or diagnosis by a health care professional; and (i) any information that is combined with any of (a) through (h) above; or (ii) the Privacy Laws define as personal information, personal data or such equivalent term.
- (oo) “**Privacy Laws**” means any of the United States Health Insurance Portability and Accountability Act, the United States Health Information Technology for Economic and Clinical Health Act, the General Data Protection Regulation (EU), the *Personal Information Protection and Electronic Documents Act* (Canada) and such other laws regarding (i) the collection, retention, use, processing, disclosure, transfer and/or protection of Personal Information and (ii) cyber incident, information security and data breach notification and record-keeping, all including any rules and regulations as promulgated thereunder, as amended and as may be applicable to MindLeap or the MindLeap App from time to time;
- (pp) “**Privacy Policy**” means the privacy policy, as amended from time to time, of MindLeap regarding the collection, use and disclosure of Personal Information in connection with the operation of MindLeap’s business;
- (qq) “**Public Record**” means the information relating to the Purchaser contained in all press releases, material change reports, financial statements and related management’s

discussion and analysis, information circulars and all other documents of the Purchaser which have been filed on SEDAR;

- (rr) **“Purchase Price”** means \$3,600,000;
- (ss) **“Purchaser Financial Statements”** has the meaning set forth in Section 5.01(l);
- (tt) **“Purchaser Securities”** means any or all (as the context requires) of the (i) the Unit Shares and the Unit Warrants comprising the Purchaser Units and (ii) upon due exercise of the Unit Warrants, including full payment therefor, the Unit Warrant Shares;
- (uu) **“Purchaser Shares”** means the Class A Common Shares in the capital of the Purchaser;
- (vv) **“Purchaser Units”** has the meaning set forth in Section 2.02;
- (ww) **“Securities Laws”** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (xx) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;
- (yy) **“Seller”** has the meaning set forth in the recitals to this Agreement;
- (zz) **“Tax Act”** means the *Income Tax Act* (Canada);
- (aaa) **“Termination Date”** means December 2, 2022, or such later date as may be agreed in writing between the Purchaser and the Seller;
- (bbb) **“Time of Closing”** means 11:00 AM (Vancouver time) on the Closing Date, or such other time as the parties may mutually determine;
- (ccc) **“Transaction”** means the purchase and sale of the MindLeap Shares in accordance with the terms of this Agreement;
- (ddd) **“Transition Services”** means the services to be provided by the Seller to the Purchaser under the Transition Services Agreement, which shall include services to assist in the transition, transfer and integration of MindLeap’s technology platform, applications and related technologies into the Purchaser’s technology platforms, applications and related technologies;
- (eee) **“Transition Services Agreement”** means the transition services agreement to be entered into by the Purchaser and the Seller at the Time of Closing, pursuant to which the Seller will provide to the Purchaser the Transition Services;
- (fff) **“Unit Price”** means the price of \$0.20, or such greater price as may be required by the CSE, per Payment Unit;
- (ggg) **“Unit Share”** has the meaning set forth in Section 2.02;

- (hhh) “**Unit Warrant**” has the meaning set forth in Section 2.02;
- (iii) “**Unit Warrant Certificate**” has the meaning set forth in Section 2.02;
- (jjj) “**Unit Warrant Share**” has the meaning set forth in Section 2.02;
- (kkk) “**United States**” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;
- (lll) “**U.S. Person**” means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S, promulgated under the U.S. Securities Act, and without limiting the generality of the forgoing, includes any natural person resident in the United States and any partnership or corporation organized or incorporated under the laws of the United States;
- (mmm) “**USPTO**” means United States Patent and Trademark Office;
- (nnn) “**U.S. Securities Act**” means the United States Securities Act of 1933 and the rules and regulations promulgated thereunder, each as amended; and
- (ooo) “**WIPO**” means the World Intellectual Property Organization.

#### **Section 1.02 Currency**

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

#### **Section 1.03 Interpretation Not Affected by Headings, etc.**

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

#### **Section 1.04 Number, etc.**

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

#### **Section 1.05 Date for Any Action**

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

#### **Section 1.06 Statutory References**

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

### **Section 1.07 Accounting Principles**

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the IFRS or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

### **Section 1.08 Knowledge**

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of Maryam Marissen, the President and Chief Executive Officer of the Purchaser, Robert Nygren, the Executive Chair of the Purchaser, and Tammy Gillis, the Chief Financial Officer of the Purchaser, together with the knowledge such persons would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (b) Any reference herein to “the knowledge of MindLeap” (or similar expressions) will be deemed to mean the actual knowledge of David Joshua Bartch, the sole director of MindLeap and Dean Ditto, the Chief Financial Officer of MindLeap together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (c) Any reference herein to “the knowledge of the Seller” (or similar expressions) will be deemed to mean the actual knowledge of David Joshua Bartch, the Chief Executive Officer of the Seller, Dean Ditto, the Chief Financial Officer of the Seller and Damon Michaels, the Chief Operating Officer of the Seller, together with the knowledge such persons would have had if they had conducted a diligent inquiry into the relevant subject matter.

## **ARTICLE II. PURCHASE AND SALE OF MINDLEAP SHARES**

### **Section 2.01 Purchase and Sale**

Subject to the terms and conditions hereof, the Seller covenants and agrees to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Seller the MindLeap Shares at the Time of Closing.

### **Section 2.02 Purchase Price**

In consideration for the sale and transfer of the MindLeap Shares to the Purchaser, the Purchaser shall pay to the Seller the purchase price of \$3,600,000 (the “**Purchase Price**”), to be paid by the issuance by the Purchaser to the Seller at the Time of Closing of units (each a “**Purchaser Unit**”) at the Unit Price. Each Purchaser Unit will consist of one Purchaser Share (a “**Unit Share**”) and one warrant (a “**Unit Warrant**”), with each Unit Warrant entitling the holder thereof to purchase one additional Purchaser Share (a “**Unit Warrant Share**”) for a period of 24 months from the Closing Date at the Exercise Price. If the above formulation would result in a fractional number of Purchaser Units being issued, the number of Purchaser Units to be issued pursuant to this Section 2.02 shall be rounded down to the nearest whole Purchaser Unit.

### **Section 2.03 Tax Election**

It is intended that the transactions contemplated by this Agreement will generally constitute a transaction that the Seller may elect to treat on a tax deferral basis pursuant to Section 85.1 of the Tax Act by treating the transaction as a rollover in its income tax return for the year in which the exchange occurred by not including in income any portion of the gain or loss which would otherwise have arisen on the exchanged MindLeap Shares. The Purchaser shall not take any action that would interfere with the Seller's ability to make the aforementioned election pursuant to Section 85.1 of the Tax Act.

Notwithstanding the foregoing paragraph, the Purchaser agrees that, at the request and expense of the Seller, it shall sign and execute a Form T2057 prepared by the Seller for the purpose of making a joint election to have the provisions of subsection 85(1) of the Tax Act apply to the transfer. It shall be the responsibility of the Seller to prepare and file the Form T2057 with the Canada Revenue Agency. The Purchaser shall not be liable for any damages arising to the Seller for a late filing of a Form T2057 or any errors or omissions on a Form T2057.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by the Seller including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the Seller to the Purchaser of the MindLeap Shares herein contemplated, or the availability (or lack thereof) of the provisions of section 85.1 or subsection 85(1) of the Tax Act, or the content or impact of any election made under section 85.1 or subsection 85(1) of the Tax Act.

### **Section 2.04 Restrictions on Resale**

The Seller acknowledges and agrees as follows:

- (a) the transfer of the MindLeap Shares and the issuance of the Purchaser Units in exchange therefor, will be made pursuant to appropriate exemptions (the "**Exemptions**") from the formal takeover bid and registration and prospectus (or equivalent) requirements of applicable Securities Laws;
- (b) as a consequence of acquiring the Purchaser Units pursuant to the Exemptions:
  - (i) the Seller will be restricted from using certain of the civil remedies available under the applicable Securities Laws;
  - (ii) the Seller may not receive information that might otherwise be required to be provided to the Seller, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
  - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Securities;
  - (iv) there is no government or other insurance covering the Securities; and
  - (v) an investment in the Securities is speculative and of high risk;
- (c) the certificates representing the Securities will bear such legends as required by applicable Canadian Securities Laws and the policies of the CSE and it is the responsibility of the

Seller to find out what those restrictions are and to comply with them before selling the Securities. Notwithstanding the forgoing, the Purchaser and the Seller agree to rely on the Exemptions set forth in Section 2.16 of NI 45-106 and Section 4.2 of NI 62-104, to the extent such Exemptions are available and that, provided that such Exemptions are available, the Purchaser Units shall not be subject to the Restricted Period requirements forth in Section 2.5 of NI 45-102, but shall instead be subject to the Seasoning Period requirements set forth in Section 2.6 of NI 45-102, provided that if, upon Closing, the Seller (or any other person to whom Unit Shares or Unit Warrants will be issued hereunder) will be a “control person” as that term is defined in the *Securities Act* (British Columbia) or any other applicable Canadian Securities Laws, the certificates representing the Securities shall bear the restrictive legend set forth in Section 2.5(2)(3)(i) of NI 45-102 notwithstanding the Seasoning Period requirements set forth in Section 2.6 of NI 45-102; and

- (d) the Seller is knowledgeable of, or has been independently advised as to, the applicable Securities Laws of that jurisdiction which apply to the issuance, sale and resale of the Purchaser Securities and which may impose restrictions on the resale of the Purchaser Securities in that jurisdiction and it is the responsibility of the Seller to find out what those resale restrictions are, and to comply with them before selling the Purchaser Securities or any part thereof.

#### **Section 2.05 Transition Services Agreement**

In connection with the Transaction, on the Closing Date the Purchaser and the Seller shall enter into the Transition Services Agreement, pursuant to which the Seller will provide to the Purchaser the Transition Services until the date that is the two month anniversary of the Closing Date, and the Purchaser will pay to the Seller a fee of \$100,000 in the aggregate, of which \$50,000 will be payable upon Closing (the “**Initial Transition Services Payment**”) and, subject to the Seller’s compliance with the Transition Services Agreement and the performance of its duties and obligations thereunder, \$50,000 will be payable on the one month anniversary of the Closing Date.

#### **Section 2.06 Post-Closing Deliveries**

The Seller will cause the delivery to and receipt by the Purchaser of:

- (a) a complete copy of each of the Corporate Records of MindLeap and the Books and Records of MindLeap, to the satisfaction of the Purchaser, within thirty (30) days of the Closing; and
- (b) the MindLeap Financial Statements, within seventy-five (75) days of the Closing, to the satisfaction of the Purchaser and in accordance with the Purchaser’s directions.

### **ARTICLE III. CONDITIONS OF CLOSING**

#### **Section 3.01 Conditions of Closing in Favour of the Purchaser**

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions at or before the Time of Closing:

- (a) the Seller shall have tendered all closing deliveries set forth in Section 4.03, including delivery of all share certificates representing the MindLeap Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (b) the execution and delivery of the Transition Services Agreement by the Seller;
- (c) neither MindLeap nor the Seller shall have violated Section 9.01;
- (d) the representations and warranties of the Seller set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Seller to this effect shall have been delivered to the Purchaser;
- (e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by MindLeap and the Seller at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Seller to this effect shall have been delivered to the Purchaser;
- (f) the Purchaser shall be satisfied with the results of its due diligence investigations relating to MindLeap, the MindLeap Shares and the Transaction, acting reasonably;
- (g) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities or other persons, necessary to conduct the business of MindLeap or permit the completion of the Transaction shall have been obtained, including, but not limited to, the approval of the Transaction by the CSE and the NEO if such approval is required under the rules and policies thereof as applied to the Purchaser and the Seller, respectively;
- (h) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to MindLeap;
- (i) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or MindLeap or that could reasonably be expected to impose any condition or restriction upon the Purchaser or MindLeap which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (j) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled during the period between the date of this Agreement and the Closing Date which, in the opinion of the Purchaser, acting reasonably, materially and adversely affects the Transaction;
- (k) the directors and senior officers of MindLeap that are resigning from those positions in connection with the completion of the Transaction shall have delivered a resignation and release to MindLeap in form and substance reasonably satisfactory to the Parties;

- (l) all third party and other consents, waivers, permits, exceptions, orders, approvals, agreements or amendments and modifications to agreements, the failure of which to obtain or the non-expiry of which would, or could be reasonably expected to, have a Material Adverse Effect on MindLeap or materially impede the completion of the Transaction, shall have been obtained or received on terms that are reasonably satisfactory to the Purchaser; and
- (m) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition or right in favour of the Purchaser. In the event that any of the foregoing conditions are not fulfilled or performed at or before the Time of Closing to the reasonable satisfaction of the Purchaser, the Purchaser may terminate this Agreement by written notice to the Seller and MindLeap and, in such event, unless otherwise specially set forth in this Agreement, each of the Purchaser, the Seller and MindLeap shall be released from all further obligations hereunder.

### **Section 3.02 Conditions of Closing in Favour of MindLeap and the Seller**

The obligations of MindLeap and the Seller to complete the Transaction are subject to the fulfillment of the following conditions at or before the Time of Closing:

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 4.02 including delivery of the Purchaser Units;
- (b) the Seller having received Initial Transition Services Payment in accordance with the Seller's directions;
- (c) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including, if applicable, necessary to permit the completion of the Transaction shall have been obtained, including, but not limited to, the approval of the Transaction by the CSE and the NEO if such approval is required under the rules and policies thereof as applied to the Purchaser and the Seller, respectively;
- (d) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Seller;
- (e) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Seller and MindLeap;
- (f) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;



- (g) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or MindLeap or that could reasonably be expected to impose any condition or restriction upon the Purchaser or MindLeap which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction; and
- (h) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the MindLeap, acting reasonably, adversely affects or may adversely affect the Transaction.

The foregoing conditions precedent are for the benefit of MindLeap and the Seller and may be waived by MindLeap and the Seller, in whole or in part, without prejudice to MindLeap's and the Seller's right to rely on any other condition in favour of MindLeap and the Seller. In the event that any of the foregoing conditions are not fulfilled or performed at or before the Time of Closing to the reasonable satisfaction of the Seller, the Seller may terminate this Agreement by written notice to the Purchaser and, in such event, unless otherwise specially set forth in this Agreement, each of the Purchaser, the Seller and MindLeap shall be released from all further obligations hereunder.

### **Section 3.03 Notice and Cure Provisions**

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Section 3.01 or Section 3.02, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

## **ARTICLE IV. CLOSING AND POST CLOSING ARRANGEMENTS**

### **Section 4.01 Time and Place of Closing**

Closing of the Transaction shall take place at the Time of Closing at the offices of O'Neill Law LLP, #704 – 595 Howe Street, Vancouver, BC V6C 2T5, or at such other location or by such other means as shall be determined by the parties hereto.

**Section 4.02 Closing Deliveries of the Purchaser**

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) certificates evidencing the Unit Shares and the Unit Warrants comprising the Purchaser Units registered as directed by the Seller;
- (b) the Initial Transition Services Payment in accordance with the Seller's directions;
- (c) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Purchaser Units, and (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;
- (d) the officer's certificates referred to in Section 3.02(d) and Section 3.02(e);
- (e) a certificate of good standing for the Purchaser; and
- (f) the Transition Services Agreement, executed by the Purchaser.

**Section 4.03 Closing Deliveries of the Seller**

At the Time of Closing, the Seller will deliver or cause to be delivered:

- (a) share certificates representing all of the MindLeap Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (b) a certificate of one of the Seller's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of MindLeap (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of MindLeap and the Seller approving the entering into of this Agreement and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of MindLeap and the Seller executing this Agreement or any of the other agreements or documents contemplated hereby;
- (c) the officer's certificates referred to in Section 3.01(d) and Section 3.01(e);
- (d) a certificate of good standing for MindLeap;
- (e) written consents, waivers or approvals provided by each of the parties referred to in Section 3.01(d) and Section 3.01(e);
- (f) a full and complete release in favour of MindLeap executed by the Seller in respect of any and all amounts due or owing by MindLeap to the Seller, or any liabilities of MindLeap to the Seller, in form and substance reasonably acceptable to the Purchaser;

- (g) sequential resignation and resolutions such that immediately following the Time of Closing, the nominees of the Purchaser shall be the sole directors and officers of MindLeap;
- (h) the Transition Services Agreement, executed by the Seller; and
- (i) an assumption agreement executed by the Seller and MindLeap whereby the Seller assumes all of the outstanding debts and obligations of MindLeap up to and including the Closing Date, in form and substance reasonably satisfactory to the Purchase.

**ARTICLE V.  
REPRESENTATIONS AND WARRANTIES**

**Section 5.01 Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to and in favour of each of the Seller and MindLeap as follows and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation duly incorporated, validly existing and in good standing with respect to the filing of its annual reports under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser has the requisite corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and this Agreement is, or in the case of an additional agreement or instrument (including but not limited to the Transition Services Agreement and obligations thereunder) will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement of the Purchaser, licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;

- (e) as of the date hereof, the authorized capital of the Purchaser consists of an unlimited number of Purchaser Shares and an unlimited number of Class B Preferred Shares, of which, as of the date hereof, **72,695,972** Purchaser Shares (the “**Outstanding Purchaser Shares**”) and no Class B Preferred Shares are issued and outstanding, and such Outstanding Purchaser Shares are, and at Closing will be duly authorized, validly issued, fully paid and non-assessable;
- (f) the Purchaser Shares of the Purchaser are listed for trading on the CSE;
- (g) when issued in accordance with the terms hereof, the Unit Shares will be validly issued as fully paid and non-assessable Purchaser Shares;
- (h) The Unit Warrants will be validly issued, and upon due exercise of the Unit Warrants in accordance with their terms, including full payment of the Exercise Price therefor, the Unit Warrant Shares will be validly issued as fully paid and non-assessable Purchaser Shares;
- (i) the only outstanding securities convertible, exchangeable or exercisable into Purchaser Shares are (i) **4,080,000** compensation purchase options granted under the Purchaser’s stock option plan to acquire up to **4,080,000** Purchaser Shares; (ii) **28,015,910** share purchase warrants to acquire up to **28,015,910** Purchaser Shares; and (iii) **3,500,000** performance warrants to acquire up to **3,500,000** Purchaser Shares; other than as set out herein, there are no other securities convertible, exercisable or exchangeable into Purchaser Shares or Class B Preferred Shares issued or outstanding;
- (j) the Purchaser is a “reporting issuer” as that term is defined under applicable Securities Law in the Provinces of British Columbia, Ontario and Alberta and the Purchaser is in compliance with its timely and continuous disclosure obligations under the Securities Laws of the Provinces of British Columbia, Ontario and Alberta and the applicable policies of the CSE and, without limiting the generality of the foregoing, there has not occurred any “material change” (as defined under applicable securities legislation of the Provinces of British Columbia, Ontario and Alberta) which has not been publicly disclosed on a non-confidential basis and the statements collectively set forth in the Public Record are true, correct and complete in all material respects and, except as may have been corrected by subsequent disclosure, all the statements set forth in the Public Record were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Purchaser has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;
- (k) except for the holders of the securities referred to in Section 5.01(i), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (l) the audited consolidated financial statements of the Purchaser as at and for the fiscal year ended December 31, 2021 (the “**Purchaser Financial Statements**”) have been prepared in accordance with IFRS applied on a basis consistent with prior periods. The Purchaser Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as at the respective dates thereof and results of operations of the Purchaser for

the respective periods then ended. Since December 31, 2021, except as disclosed in the Public Record, there has been no material alteration in the manner of keeping the books, accounts or records of the Purchaser or in its accounting policies or practices;

- (m) the Purchaser's auditors who audited the Purchaser Financial Statements are independent public accountants;
- (n) the Purchaser has never had any reportable disagreement with the present or any former auditor of the Purchaser;
- (o) except as disclosed in the Public Record, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (p) except as disclosed in the Public Record, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, other than as contemplated by this Agreement;
- (q) except as disclosed in the Public Record, since December 31, 2021, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser except as otherwise disclosed in the Public Record;
- (r) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (s) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (t) other than the approval of the CSE, if required, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Purchaser Units, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (u) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;

- (v) except as disclosed in the Public Record, the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (w) except as disclosed in the Public Record, no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets and property (including that of any of its subsidiaries);
- (x) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;
- (y) the Purchaser has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against the Purchaser in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. The Purchaser has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (z) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (aa) other than the Finder Agreement, the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on MindLeap or the Seller; and
- (bb) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

**Section 5.02 Representations and Warranties of the Seller**

The Seller represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Seller and this Agreement is, or in the case of an additional agreement or instrument (including but not limited to the Transition Services Agreement and obligations thereunder) will be at the Time of Closing, a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law;
- (b) the Seller is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Seller or of any resolutions of the directors or shareholders of the Seller, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence or permit to which the Seller is a party or by which the Seller is bound or to which any material assets or property of the Seller is subject, (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Seller, (iv) result in the creation of any Lien upon any or all of the MindLeap Shares or (v) give any person any material interest or rights that have not been waived prior to the date hereof, including pre-emptive or preferential rights of purchase of any part of the MindLeap Shares;
- (d) the Transaction does not constitute a sale or other disposition of all or substantially all of the undertaking of the Seller;
- (e) the Seller is the sole registered and beneficial owner of the MindLeap Shares, with good and marketable title thereto, free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever, with full right, power and authority to sell, transfer and deliver the same to the Purchaser upon Closing, and such MindLeap Shares are not subject to any shareholder agreement, voting trust agreement or similar agreement;
- (f) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of any of the MindLeap Shares or any other securities of MindLeap;
- (g) there are no waivers, consents, notices or approvals required to be given or obtained by the Seller in connection with Transaction and the other transactions contemplated by this Agreement under any Contract to which the Seller is a party;

- (h) the Seller received all requisite approvals, including but not limited to approval from the NEO, in respect of its acquisition of the MindLeap Shares;
- (i) except for certain notices required to be filed with the NEO, no consent, approval, order or authorization of, or registration or declaration with, (i) any applicable Governmental Authority with jurisdiction over the Seller, or (ii) the shareholders of the Seller is required to be obtained by the Seller in connection with the execution and delivery of this Agreement or the consummation by the Seller of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Seller from performing its obligations under this Agreement;
- (j) the Seller is not a “non-resident” of Canada within the meaning of the Tax Act;
- (k) other than in respect of the Finder Agreement, the Seller has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on MindLeap or the Purchaser;
- (l) to the knowledge of the Seller, no representation or warranty of the Seller contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading; and
- (m) the Seller (i) is not acquiring the Purchaser Securities for the account or benefit of any person in the United States or any U.S. Person, (ii) is not acquiring the Purchaser Securities as a result of any Directed Selling Efforts, and (iii) is not acquiring the Purchaser Securities as part of any plan or scheme to evade the registration requirements of the U.S. Securities Act.

**Section 5.03    Representations and Warranties of the Seller Relating to MindLeap**

The Seller further represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) MindLeap is a corporation duly incorporated and validly existing and in good standing with respect to the filing of its annual reports under the laws of British Columbia, and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) MindLeap has the requisite corporate power to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder;
- (c) MindLeap has the requisite corporate power to own and lease its property, and to carry on its businesses as now being conducted;



- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by MindLeap and each is, or will be at the Time of Closing, a legal, valid and binding obligation of MindLeap, enforceable against MindLeap in accordance with its terms;
- (e) the execution and delivery of this Agreement does not, and the consummation of the Transaction (including any transfer of the Personal Information) will not, (i) result in a breach or violation of the articles or by-laws of MindLeap or of any resolutions of the directors or shareholders of MindLeap, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any MindLeap Material Contract), license or permit to which MindLeap is a party or by which MindLeap is bound or to which any material assets or property of MindLeap is subject, (iii) violate the Privacy Laws, the Privacy Policy as it currently exists or as it existed at any time during which the Personal Information was collected or obtained by or on behalf of MindLeap or other privacy and data security requirements imposed on MindLeap or any party acting on its behalf or (iv) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to MindLeap;
- (f) upon the Closing, the Purchaser will continue to have the right to use the Personal Information on materially identical terms and conditions as MindLeap enjoyed immediately before the Closing;
- (g) as at the date hereof, MindLeap is not in material default with respect to any filings that it is required to make under applicable Securities Laws, including but not limited to filings of reports of exempt distribution with securities commissions, and that it has not received any notifications from a securities commission or any other securities regulatory authority that it is in default of its filings under applicable Securities Laws;
- (h) as at the date hereof, MindLeap is not in default with respect to any filings that it is required to make under the BCBCA, and MindLeap and the Seller have not received any notifications that it is in default of its filings under the BCBCA;
- (i) from the date of incorporation of MindLeap on April 7, 2020 to the date hereof:
  - (i) MindLeap has materially complied, and has caused its directors, officers, employees, consultants and other persons acting on behalf of MindLeap to materially comply, with the Privacy Laws;
  - (ii) MindLeap has established, implemented and maintained the Privacy Policy and such other policies, programs and procedures as required by and in material compliance with the Privacy Laws to protect the confidentiality, integrity and security of the Personal Information against unauthorized access, use, modification, disclosure or other misuse;
  - (iii) MindLeap has posted the Privacy Policy and any additional privacy notices as required by the Privacy Laws, on all websites and any mobile applications owned or operated by MindLeap;

- (iv) to the knowledge of MindLeap and the Seller, after due inquiry, MindLeap has not experienced any loss, damage, unauthorized access, disclosure, use or breach of security of the Personal Information;
  - (v) to the knowledge of MindLeap and the Seller, after due inquiry, no person (including any Governmental Authority) has commenced any action relating to MindLeap's information privacy or data security practices, including with respect to the collection, control, use, transfer, storage, access, disclosure, destruction or disposal of the Personal Information or threatened any such action, or made any complaint, investigation or inquiry relating to such practices; and
  - (vi) MindLeap has been in material compliance with the terms of all Contracts to which MindLeap is or was a party relating to data privacy, security or breach notification (including provisions that impose conditions or restrictions on the collection, use, disclosure, transmission, transfer, destruction, disposal, maintenance, storage or safeguarding of the Personal Information);
- (j) the directors and officers of MindLeap are as follows, and each such person (i) does not hold a position as a director or officer of the MindLeap other than as set out opposite their name and (ii) has consented to act and is validly appointed and duly qualified in each such position set out opposite their name, as at the date hereof:
- |                     |                             |
|---------------------|-----------------------------|
| David Joshua Bartch | Director                    |
| Dean Ditto          | Chief Financial Officer     |
| Nicholas Martin     | Vice President, Recruitment |
| Sanford M. Stein    | General Counsel             |
- (k) MindLeap has delivered to the Purchaser a true, correct and complete copy of the MindLeap's Articles dated April 6, 2020 (the "Articles"), and the Articles have remained in full force and effect, without any modifications or amendments thereto, and no modifications or amendments have been approved by the directors or the shareholders of MindLeap as at the date hereof;
  - (l) MindLeap's Notice of Articles issued on April 16, 2021 at 11:31 AM Pacific Time (the "Notice of Articles") and the Notice of Change of Address issued on November 16, 2022 at 04:10 PM Pacific Time has remained in full force and effect, without any modifications or amendments thereto, and no modifications or amendments have been approved by the directors or the shareholders of MindLeap as at the date hereof;
  - (m) from the date of incorporation of MindLeap on April 7, 2020 to the date hereof:
    - (i) there have been no amendments or modifications to MindLeap's authorized capital and no amendments or modifications to MindLeap's authorized capital have been approved by either the directors or the shareholders of MindLeap; and
    - (ii) neither of the directors, a committee of the directors or the shareholders of MindLeap have adopted a resolution contemplating the dissolution, liquidation, amalgamation or other transaction in which the MindLeap was not, or will not be, the surviving entity, of MindLeap;

- (n) the authorized capital of MindLeap consists of an unlimited number of common shares with no specified par value and an unlimited number of preferred shares with no specified par value of which, as of the date of this Agreement, **15,825,000** common shares are issued and outstanding as fully paid and non-assessable common shares in the capital of MindLeap, have been duly authorized and validly issued in compliance with all applicable laws, none of which were issued in violation of any preemptive or other similar agreements to subscribe for or purchase securities of MindLeap, and of which the Seller is the sole registered, legal and beneficial owner thereof;
- (o) other than as disclosed in Section 5.03(n), there are no shares of MindLeap, or securities convertible, exercisable or exchangeable into common shares or preferred shares of MindLeap, issued or outstanding and the consummation of the transactions contemplated in this Agreement will not obligate MindLeap to issue any interests in the share capital of MindLeap or any other securities to any person other than the Purchaser, and will not result in a right of any holder of MindLeap securities to adjust the exercise, conversion, exchange or reset price under any such securities;
- (p) from the date of incorporation of MindLeap on April 7, 2020 to the date hereof, MindLeap has not issued any preferred shares;
- (q) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any shares or other securities of MindLeap;
- (r) MindLeap does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and MindLeap does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (s) except as disclosed in Section 5.03(s) of the Disclosure Letter, MindLeap has no indebtedness, liabilities, commitments or obligations secured or unsecured, accrued or unaccrued, absolute or contingent, matured or unmatured or otherwise;
- (t) MindLeap is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of indebtedness, liabilities, commitments or obligations, whether secured or unsecured, accrued or unaccrued, absolute or contingent, matured or unmatured or otherwise of any other person;
- (u) MindLeap has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (v) the Contracts listed in Section 5.03(v) of the Disclosure Letter (the “**MindLeap Material Contracts**”), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of MindLeap. Each of the MindLeap Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the MindLeap

Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Purchaser Units) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. MindLeap, and if applicable, the Seller, has not violated or breached, in any material respect, any of the terms or conditions of any MindLeap Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;

(w)

- (i) Section 5.03(w)(i) of the Disclosure Letter lists all IP of MindLeap other than the Licensed IP (the “**MindLeap IP**”), and MindLeap is the sole and exclusive legal and beneficial owner of the MindLeap IP, including all right, title and interest in and to, and, if applicable, is the sole record owner of, the MindLeap IP, such MindLeap IP is free and clear of any Liens, and, except as otherwise specifically disclosed in Section 5.03(w)(i) of the Disclosure Letter MindLeap has not licensed or otherwise granted to any other person the right to use any of the MindLeap IP;
- (ii) the MindLeap IP and the Licensed IP constitutes all of the IP necessary for the conduct of the business of MindLeap as currently conducted and as proposed to be conducted;
- (iii) the MindLeap Patent Application is disclosed in section 5.03(w)(iii) of the Disclosure Letter, and all required documents have been filed and all required fees have been paid in respect of the MindLeap Patent Application with and to the USPTO and the WIPO, and neither MindLeap, the Seller nor their respective intellectual property counsels have received correspondence from the USPTO or the WIPO in respect of the MindLeap Patent Application other than as disclosed in Section 5.03(w)(iii) of the Disclosure Letter;
- (iv) the contact details of the counsel engaged by MindLeap in respect of the MindLeap Patent Application are disclosed in Section 5.03(w)(iv) of the Disclosure Letter;
- (v) Section 5.03(w)(v) of the Disclosure Letter lists all IP of MindLeap that is used for the conduct of the business of MindLeap as presently conducted or as proposed to be conducted that is owned by any person other than MindLeap or in which MindLeap holds any rights or interests granted by other persons, including the Seller, (the “**Licensed IP**”), MindLeap has the valid and enforceable right to use such Licensed IP, free and clear of any Liens,
- (vi) Section 5.03(w)(vi) of the Disclosure Letter lists all Contracts or other instruments under which MindLeap was granted the right to use the Licensed IP (“**MindLeap IP Agreements**”) specifying the date, title and parties thereto and separately identifying the MindLeap IP Agreements: (A) under which MindLeap is a licensee or is otherwise granted any right or interest relating to any IP of any person, or (B) otherwise relates to MindLeap’s use of any Licensed IP, and each MindLeap IP Agreement is valid and binding on MindLeap and any other parties thereto in accordance with their terms, are in full force and effect, and neither MindLeap nor any other party thereto is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, or default under, or intention to terminate (including by non-renewal) any MindLeap IP Agreements;

- (vii) all material assignments and other instruments necessary to establish, record, and perfect MindLeap's ownership interest in the MindLeap IP and, as applicable, the Licensed IP, have been, to the knowledge of MindLeap and the Seller, after due inquiry, validly executed, delivered, and filed with the relevant Governmental Authorities, including but not limited to the USPTO and the WIPO;
- (viii) to the knowledge of MindLeap and the Seller, after due inquiry, neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or impairment of, or require the consent of any other person in respect of, MindLeap's ownership or right to own or use any of the MindLeap IP or the Licensed IP;
- (ix) MindLeap owns or has the right to use all of the IP used, or held for use, or necessary to conduct the business as currently conducted by MindLeap, and such IP is free and clear of any Liens;
- (x) to the knowledge of MindLeap and the Seller: (1) the MindLeap IP or Licensed IP as currently licensed or used by MindLeap, and MindLeap's conduct of its business as currently conducted, does not infringe, violate or misappropriate the IP of any person; and (2) no person has infringed, violated or misappropriated any of the MindLeap IP or the Licensed IP;
- (xi) all of the MindLeap IP and the Licensed IP are valid and enforceable, and, as applicable, are subsisting and in full force and effect.
- (xii) all required filings and fees related to the MindLeap IP that MindLeap, after due inquiry is or has been made aware of, have been timely submitted with and paid to the relevant Governmental Authorities, including but not limited to the USPTO and the WIPO;
- (xiii) to the knowledge of MindLeap and the Seller, after due inquiry, there are no actions (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or threatened (including in the form of offers to obtain a licence), (A) alleging any infringement, misappropriation, or other violation by MindLeap of the IP of any person; (B) challenging the validity, enforceability, registrability, patentability, or ownership of any of the MindLeap IP or the Licensed IP or MindLeap's right, title, or interest in or to any of the MindLeap IP or the Licensed IP; or (C) by MindLeap, or by the owner of any Licensed Intellectual Property, alleging any infringement, misappropriation, or other violation by any person of any of the MindLeap IP or the Licensed IP. Neither the Seller nor MindLeap is aware of any facts or circumstances that could reasonably be expected to give rise to any such action;
- (xiv) to the knowledge of MindLeap and the Seller, after due inquiry, MindLeap is not subject to any outstanding or prospective order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the ownership or use of any of the MindLeap IP or the Licensed IP;
- (xv) MindLeap not received a notice (written or otherwise) that any of, any of the MindLeap IP or the Licensed IP has expired, terminated or been abandoned, or is

expected to expire or terminate or be abandoned, within two (2) years from the date of this Agreement; and

- (xvi) MindLeap has taken commercially reasonable security measures to maintain and enforce the MindLeap IP and the Licensed IP, and to protect the secrecy, confidentiality and value of all of the MindLeap IP and the Licensed IP except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on MindLeap.
- (x) the MindLeap App is only accessible to users in Canada and the United States;
- (y) MindLeap is in actual possession of and has exclusive control over a complete and correct copy of the source code for all proprietary components of the MindLeap App, including but not limited to all previous major releases and all other material proprietary software of MindLeap (the “**MindLeap App Source Code**”);
- (z) MindLeap has not disclosed, delivered, licensed or otherwise made available, and does not have a duty or obligation (whether present, contingent or otherwise) to disclose, deliver, license or otherwise made available any portion of the MindLeap App Source Code to any other person other than an employee, independent contractor or consultant of MindLeap pursuant to a valid and enforceable written agreement prohibiting use or disclosure except in the performance of services for MindLeap. Without limiting the foregoing, neither the execution of this Agreement nor the consummation of any of the transactions contemplated herein will, or would reasonably be expected to, result in the delivery to any person of any portion of the MindLeap App Source Code;
- (aa) to the knowledge of the Seller and MindLeap, there has been no unauthorized theft, reverse engineering, decompiling, disassembling or unauthorized disclosure of or access to any portion of the MindLeap App or the MindLeap App Source Code;
- (bb) the MindLeap App complies in all material respects with all applicable laws and industry standards, including with respect to security, and conforms in all material respects to all applicable contractual commitments, express and implied warranties, representations and claims in packaging, labelling, advertising, and marketing materials, and applicable specifications, user manuals, training materials and other documentation;
- (cc) to the knowledge of MindLeap and the Seller, the MindLeap App does not contain any bug, defect, or error that has a Material Adverse Effect, or that could reasonably be expected to have a Material Adverse Effect, on the value, functionality or performance of the MindLeap App;
- (dd) there are no waivers, consents, notices or approvals required to be given or obtained by MindLeap in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which MindLeap is a party;
- (ee) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over MindLeap is required to be obtained by MindLeap in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not

obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay MindLeap from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on MindLeap;

- (ff) to the knowledge of the Seller or MindLeap, after due inquiry, there are no actions, suits, proceedings or investigations, whether criminal or civil, judicial or administrative (whether or not purportedly on behalf of MindLeap) pending, or threatened by or against MindLeap or the MindLeap Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, and each of the Seller and MindLeap is not aware of any existing ground on which any such action, suit, proceeding or investigation might be commenced with any reasonable likelihood of success;
- (gg) no bankruptcy, insolvency or receivership proceedings have been instituted by or are, to the knowledge of the Seller or MindLeap, pending or threatened against;
- (hh) MindLeap has good and marketable title to the MindLeap Assets (other than property or an asset as to which MindLeap is a lessee, in which case it has a valid leasehold interest under valid, subsisting and enforceable leases under which MindLeap is in material compliance), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on MindLeap and in each case free and clear of all Liens except for Liens that do not materially affect the value of such property and do not materially interfere with the use made or proposed to be made of such property by MindLeap;
- (ii) MindLeap has not granted or entered into any agreement, option, understanding or commitment to sell or otherwise dispose of, or grant any Liens upon, any of the MindLeap Assets or any part thereof, or any right or privilege capable of becoming an agreement, options, understanding or commitment to sell, otherwise dispose of, or grant any Liens upon any of the MindLeap Assets or any part thereof;
- (jj) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from MindLeap of any of its assets or property;
- (kk) MindLeap has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on MindLeap, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (ll) MindLeap has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against MindLeap in respect of taxes, governmental

charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. MindLeap has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;

- (mm) MindLeap has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified MindLeap of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on MindLeap;
- (nn) no current or former employee, officer or director of MindLeap is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (oo) MindLeap does not have any current employees and is not a party to any consulting or similar agreements;
- (pp) the Corporate Records of MindLeap are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of MindLeap, and without limiting the generality of the foregoing: (i) the minute books of MindLeap contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of MindLeap; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of MindLeap; (iii) the securities register of MindLeap are complete and accurate, and all transfers of shares of MindLeap have been reflected therein and have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of MindLeap were duly elected or appointed as the case may be;
- (qq) all Books and Records of MindLeap have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. Notwithstanding the generality of the foregoing, the Books and Records of MindLeap fairly and correctly set out and disclose, in all material respects, in accordance with IFRS, the financial position of MindLeap as of the date hereof, and all material financial transactions of MindLeap has been accurately recorded in such Books and Records;
- (rr) MindLeap has no outstanding loans or indebtedness, including, but not limited to, any loans or indebtedness made to or from the Seller or any directors, officer, former director, former officer, shareholder or employees of MindLeap or the Seller, or any other person not dealing at arm's length with MindLeap and at the Time of Closing, no such loans or indebtedness will be outstanding;
- (ss) MindLeap is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of MindLeap listed or quoted on any stock exchange or electronic quotation system;
- (tt) Except as would not reasonably be expected to have a Material Adverse Effect, and to the knowledge of MindLeap and the Seller, MindLeap is in compliance with all applicable



environmental laws and is not required to hold any environmental permits to operate its business as currently conducted, and neither MindLeap nor the MindLeap Assets are the subject of any remedial order under applicable environmental laws, and neither MindLeap or the Seller have received, in the past five years, any notice alleging any violation by MindLeap of any applicable environmental laws or has any liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise under any applicable environmental laws;

- (uu) other than the Finder Agreement, MindLeap has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser or MindLeap;
- (vv) MindLeap is conducting and has since incorporation conducted its business in compliance with all applicable laws of each jurisdiction in which it carries on business; and
- (ww) to the knowledge of MindLeap and the Seller, no representation or warranty of MindLeap contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

#### **Section 5.04 Survival of Representations and Warranties**

The representations and warranties made by the Purchaser and the Seller and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing until the date that is 24 months from the Closing Date. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

### **ARTICLE VI. COVENANTS**

#### **Section 6.01 Mutual Covenants**

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic

or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;

- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; no party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction;
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement; and
- (g) in the case of the Seller and the Purchaser, to indemnify and hold harmless each of the other parties hereto (and, if applicable, such other parties' respective directors, officers, representatives and advisers) (collectively, the "**Non-Offending Persons**") from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may be subject insofar as such claims, damages, liabilities, actions or demands arise out of, or are based upon, the information supplied by the Seller and MindLeap on the one hand, or the Purchaser on the other, as applicable, having contained a misrepresentation. The Seller and the Purchaser shall obtain and hold the rights and benefits of this subsection in trust for and on behalf of such parties' respective directors, officers, representatives and advisers.

#### **Section 6.02 Covenants of the Purchaser**

The Purchaser covenants and agrees with the Seller and MindLeap, and acknowledges that the Seller and MindLeap are relying on such covenants in connection with the transactions contemplated herein, that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

- (a) in a timely and expeditious manner:
  - (i) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
  - (ii) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;

- (b) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to the Seller a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (c) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
  - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or MindLeap before any Governmental Authority to the extent permitted by such authorities; and
  - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (d) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (e) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons;
- (f) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (g) take all necessary corporate action and proceedings to approve and authorize the issuance of the Purchaser Units (including the Unit Shares, the Unit Warrants and, upon due exercise of the Unit Warrants, including payment in full therefore, the Unit Warrant Shares) to the Seller; and
- (h) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Purchaser Units to the Seller on a basis exempt from the prospectus and registration requirements of the applicable Securities Laws of the province of Canada in which the Seller is resident.

**Section 6.03 Covenants of MindLeap**

MindLeap covenants and agrees with the Purchaser that it will, , and the Seller covenants and agrees with the Purchaser that it will cause MindLeap to, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 9.01:

- (a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
  - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
  - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either MindLeap or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and
  - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (b) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (c) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser or if such transaction has been identified in the Disclosure Letter, and MindLeap will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (d) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;
- (e) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as

contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

- (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
  - (ii) increase or decrease its paid-up capital or purchase or redeem any shares; or
  - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares; and
- (f) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the MindLeap Shares to the Purchaser.

#### **Section 6.04 Covenants of the Seller**

The Seller covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 9.01, it will:

- (a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
  - (i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and
  - (ii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (b) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction; and
- (c) not encumber in any manner the MindLeap Shares and ensure that at the Time of Closing the MindLeap Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

### **ARTICLE VII. TERMINATION**

#### **Section 7.01 Termination**

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of all the parties hereto;

- (b) by either the Seller or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(b) shall not be available to a party whose material breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (c) by the Purchaser, if there has been a material breach by MindLeap or the Seller of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.01 which MindLeap or the Seller, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;
- (d) by the Seller if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.02 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by the Seller;
- (e) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

#### **Section 7.02 Effect of Termination**

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Article VIII, Section 9.01, Section 10.02 and Section 10.07.

### **ARTICLE VIII. INDEMNIFICATION**

#### **Section 8.01 Indemnification by the Purchaser**

Subject to Section 5.04, the Purchaser shall indemnify and save the Seller, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors and permitted assigns harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Seller or MindLeap as a result of any breach, non-fulfillment, inaccuracy or misrepresentation of any representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement;
- (b) any failure by the Purchaser or their respective personnel to comply with any applicable federal, provincial, or territorial laws, regulations or codes in the performance of their respective obligations under this Agreement; and
- (c) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

### **Section 8.02 Indemnification by Seller**

Subject to Section 5.04, the Seller shall indemnify and save the Purchaser, its affiliates, MindLeap and their respective directors, officers, employees, agents, representatives, shareholders, successors and permitted assigns harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser or MindLeap as a result of any breach, non-fulfillment, inaccuracy or misrepresentation of any representation, warranty or covenant on the part of the Seller or MindLeap contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement;
- (b) any failure by MindLeap, the Seller or their respective personnel to comply with any applicable federal, provincial, or territorial laws, regulations or codes in the performance of their respective obligations under this Agreement. and
- (c) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

### **Section 8.03 Notice of Claim**

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Section 8.01 and Section 8.02 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

### **Section 8.04 Procedure for Indemnification**

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying

Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

#### **Section 8.05 General Indemnification Rules**

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Section 8.01, Section 8.02 and Section 8.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;
- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$20,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of the Seller to any and all Indemnified Parties under this Article VIII shall be limited to the amount of the Purchase Price. For greater certainty, the Seller shall not be liable to any and all Indemnified Parties for an aggregate amount in excess of the Purchase Price;
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of the Purchaser to any and all Indemnified Parties under this Article VIII shall be limited to the amount of the Purchase Price. For greater certainty, the Purchaser shall not be liable to any and all Indemnified Parties for an aggregate amount in excess of the Purchase Price;
- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (f) except in the circumstance contemplated by Section 8.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);



- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (i) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

**ARTICLE IX.  
EXCLUSIVITY AND ACCESS**

**Section 9.01 Obligations of MindLeap and Seller**

Prior to the Termination Date, or the earlier termination of this Agreement, MindLeap and the Seller shall, and shall cause their respective agent, representatives, directors, officers and employees, to not directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to the sale or disposition of any part of the outstanding shares (including the MindLeap Shares) or assets of MindLeap, or solicit enquiries or provide information with respect to same.

**ARTICLE X.  
GENERAL**

**Section 10.01 Notices**

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “notice”) shall be in writing shall be in writing addressed as follows:

- (a) if to the Purchaser:  
[Address redacted]

Attention: [Name redacted]  
E-mail: [Email address redacted]

with a copy to (which copy shall not constitute notice):

[Address redacted]

Attention: [Name redacted]  
E-mail: [Email address redacted]

- (b) if to MindLeap or the Seller:  
[Address redacted]

Attention: [Name redacted]  
E-mail: [Email address redacted]

with a copy to (which copy shall not constitute notice):

[Address redacted]

Attention: [Name redacted]  
E-mail: [Email address redacted]

Or such other address as may be designated by notice given by either the Seller, MindLeap or the Purchaser to the other in accordance with this Section 10.01. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day.

#### **Section 10.02 Confidentiality**

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 10.02. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

#### **Section 10.03 Assignment**

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto.

#### **Section 10.04 Binding Effect**

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

#### **Section 10.05 Waiver**

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

### **Section 10.06 Governing Law**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is to be treated in all respects as a British Columbia contract.

### **Section 10.07 Expenses**

Each party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Transaction. MindLeap shall have paid any and all such Transaction related costs and expenses prior to the Time of Closing, and there shall be no outstanding costs or expenses incurred in connection with the Transaction as at Closing.

### **Section 10.08 No Personal Liability**

- (a) No director, officer, employee or agent of the Purchaser (in such capacity) shall have any personal liability whatsoever to MindLeap or the Seller under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of the Seller (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of the Seller.

### **Section 10.09 Time of Essence**

Time is of the essence of this Agreement and of each of its provisions.

### **Section 10.10 Public Announcements**

The Seller and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

### **Section 10.11 Further Assurances**

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

### **Section 10.12 Entire Agreement**

This Agreement, together with the documents required to be delivered pursuant to this Agreement, and the Transition Services Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and

discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

**Section 10.13 Amendments**

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

**Section 10.14 Severability**

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

**Section 10.15 Remedies Cumulative**

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

**Section 10.16 Counterparts**

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto on the date first above written.

**PANGENOMIC HEALTH INC.**

By: *"Maryam Marissen"*  
Name: Maryam Marissen  
Title: President and CEO

**MINDLEAP HEALTH INC.**

By: *"Joshua Bartch"*  
\_\_\_\_\_  
Name: Joshua Bartch  
Title: Chief Executive Officer

**MYDECINE INNOVATIONS GROUP INC.**

By: *"Joshua Bartch"*  
\_\_\_\_\_  
Name: Joshua Bartch  
Title: Director