INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This Intellectual Property Purchase Agreement (the "**Agreement**") is made and entered into as of the 29 day of October, 2024 (the "**Effective Date**") by and between **PreveCeutical Medical Inc.**, a British Columbia corporation having a principal place of business at ("**PreveCeutical Canada**"), PreveCeutical (Australia) Pty Ltd., an Australian company having a principal place of business at ("**PreveCeutical Australia**", PreveCeutical Canada and PreveCeutical Australia are collectively "**PreveCeutical**"), and **BioGene Therapeutics Inc.**, a Delaware corporation having a principal place of business at ("**BioGene**").

Each of PreveCeutical Canada, PreveCeutical Australia and BioGene are a "**Party**", and collectively, the "**Parties**".

WHEREAS:

A. PreveCeutical Australia is an Affiliate of PreveCeutical Canada and PreveCeutical Australia is the sole and exclusive owner of all right, title and interest in and to certain Assets (as defined below); and

B. BioGene or BioGene's Affiliate ("**BioGene Designate**") is willing to purchase the entire right, title and interest in and to the Assets, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and other valuable consideration, the Parties hereby agree as follows:

1. DEFINITIONS

(a) "**Affiliate**" means, for an identified entity, any entity that is Controlled by, Controls or is under common Control with such identified entity.

(b) "**Applicable Securities Laws**" means all applicable securities laws in all jurisdictions relevant to the issuance of securities of BioGene pursuant to the terms of this Agreement, including the published rules and policies of Canadian Securities Exchange.

(c) "**Assets**" means: (i) Project IP; (ii) the UniQuest License Option; Background IP; Materials; Research and Option Agreement; the Researc Program and any other assets or Intellectual Property held by PreveCeutical Canada and PreveCeutical Australia within the Field

(d) "**Background IP**" means all Intellectual Property in bioreducible amino acid derivatives, bioreducible peptide dendrimers synthesised from the amino acid derivatives, methods and know-how for producing such bioreducible derivatives and dendrimers developed at the University in the research group of Dr. Harendra Parekh including the patent and patent applications summarised in Exhibit A.

(e) BioGene Representative" means a representative of the shareholder group that owns BioGene prior to its purchase of the Assets to be designated prior to Closing.

(f) "**Business Day**" means any day which is not a Saturday, Sunday or statutory holiday in Canada or the USA.

(g) "**Closing**" and "**Closing Date**" have the meanings set out in Section 2.8.

(h) "**Control**" (including "**Controlled**" and other forms) of an entity means: (a) beneficial ownership (whether directly or indirectly through entities or other means) of more than fifty percent (50%) of the outstanding voting securities of that entity; or (b) in the case of an entity that has no outstanding voting securities, having the power (whether directly or indirectly through entities or other means) presently to designate more than fifty percent (50%) of the directors of a corporation, or in the case of unincorporated entities, of individuals exercising similar functions.

(i) "**Encumbrance**" means one or more liens, mortgages, pledges, security interests, prior assignments or any other restrictions on the sale, transfer, conveyance, or exploitation.

(j) "**Field**" means the commercialization of bio-responsive gene carrier-and-release (BGCR) systems for siRNA delivery in the treatment or prevention of diabetes and obesity.

(k) "**Improvements**" means any improvements, variations, modifications or adaptations.

(l) "**Intellectual Property**" means all intellectual property rights including current and future registered rights in respect of copyright, trademark, designs, circuit layout, trade secrets, know-how, confidential information, patents, inventions, novel ideas, innovations, methods and discoveries and all other intellectual property as defined or described in the definition of "intellectual property" under the convention establishing the World Intellectual Property Organisation 1967.

(m) "**Materials**" means all records, reports, materials, samples, data and information containing Project IP and all materials and information required to exercise the UniQuest License Option.

(n) "**Project IP**" means Intellectual Property arising from the carrying out of, or results developed during the Research Program excluding any Improvements to the Background IP, including without limitation, all Intellectual Property in reports, methodologies, processes, and RNA sequences obtained by PreveCeutical Australia under the Research and Option Agreement.

(o) "**Purchase Price**" has the meaning set forth in Section 2.3.

(p) "**Research and Option Agreement**" means the agreement originally dated July 15, 2017 between UniQuest, the University of Queensland and PreveCeutical Australia, as amended and novated.

(q) "**Research Program**" means the research program underway by UniQuest for PreveCeutical Australia under the Research and Option Agreement.

(r) "**Third Party**" means, for two entities, that such entities are not Affiliates.

(s) "**Transaction**" means (i) the execution and delivery this Agreement, and (ii) all of the transactions contemplated by this Agreement and the performance of this Agreement.

(t) "**UniQuest**" means UniQuest Pty Ltd.

(u) "**UniQuest License Option**" means the option provided to PreveCeutical Australia to obtain a license of the Background IP in the Field and any Improvements to the Background IP in the Field from UniQuest under the Research and Option Agreement.

(v) "**University**" means the University of Queensland, Brisbane, Australia.

2. SALE AND TRANSFER OF ASSETS

2.1 Assignment

(a) Subject to Section 2.1(b), PreveCeutical Canada hereby agrees, on the Closing Date to cause PreveCeutical Australia and PreveCeutical Australia agrees to sell, assign, transfer and convey to BioGene or BioGene Designate (as specified by BioGene), free and clear of all Encumbrances, the entire worldwide right, title and interest in and to the Assets and any and all other rights, claims and privileges pertaining to, arising out of, or associated with the Assets, including, without limitation, the right to obtain registrations for the Project IP, the right to seek equitable relief, sue and recover damages for all past, present and future infringement of all Project IP and the right to exercise the UniQuest License Option.

(b) BioGene confirms that the BioGene Designate shall not assume any liabilities or obligations of PreveCeutical Australia related to the Assets, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

2.2 Further Assurances. PreveCeutical Australia will take all steps reasonably necessary to enable the BioGene Designate to enjoy to the fullest extent the right, title and interest to the Assets, and Project IP assigned under Section 2.1. Without limiting the scope of the foregoing, PreveCeutical Australia shall promptly provide pertinent information, documents and testimony, to execute petitions, oaths, declarations and all other papers and to provide all other assistance reasonably necessary to: (i) evidence, record and perfect in the assignment under Section 2.1; (ii) file and prosecute any and all applications within the subject matter assigned under Section 2.1; and (iii) defend, prosecute and maintain any proceedings involving the subject matter assigned under Section 2.1. At the reasonable request of BioGene or the BioGene Designate, PreveCeutical Australia shall assist BioGene Designate in obtaining from all inventors the information, documents, testimony and all other assistance reasonably necessary to take the actions set out in this Section.

2.3 Purchase Price. Subject to Section 2.4, the aggregate purchase price for the Assets shall be **$1,060,000.00 USD** (the "**Purchase Price**").

2.4 Payment of Purchase Price. Subject to the terms hereof, the Purchase Price shall be paid and satisfied by BioGene:

(a) paying PreveCeutical Canada, the amount of $1,000,000 USD as follows:

(i) $500,000 USD payable within 24 months of the Closing Date;

(b) allotting and issuing 16,000,000 common shares of BioGene (the **"Consideration Shares"**) at a deemed price of **$0.03125 USD** per Consideration Share to PreveCeutical Canada on the Closing Date; and

(c) compensating PreveCeutical Canada for third-party accounting costs incurred for its valuation and audit up to a maximum of $30,000.

(d) The Seller and the Buyer agree that the supply of all things by the Seller under and in connection with this agreement constitutes the supply of a going concern by the Seller for the purposes of the GST Law in Australia.

(e) The Buyer acknowledges that the consideration agreed between the Seller and the Buyer has been agreed upon the basis that the supply referred to in clause 2 is a "supply of a going concern" that is GST-free under the GST Law in Australia.

2.5 Allocation of Purchase Price. The Parties agree that the Purchase Price shall be allocated as follows:

(a) $831,854.00 AUD ($560,000.00 USD) to be allocated to PreveCeutical Australia for the sale of the intellectual property related to the Diabetes and Obesity program.

(b) Remainder to be allocated to PreveCeutical Canada for reimbursements of costs related to the management and related funding costs incurred.

(c) In satisfaction of the consideration for PreveCeutical Australia intellectual property sale related to the Diabetes and Obesity program, PreveCeutical Canada shall reduce borrowed funds in the amount of $831,854.00 AUD ($560,000.00 USD) to PreveCeutical Australia.

2.6 Applicable Securities Laws. PreveCeutical Canada acknowledges that BioGene has advised PreveCeutical Canada that BioGene is issuing the Consideration Shares to PreveCeutical Canada under exemptions from the registration and prospectus requirements of Applicable Securities Laws and, as a consequence, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to PreveCeutical Canada. PreveCeutical Canada acknowledges that the Consideration Shares issued pursuant to the terms and conditions set forth in this Agreement will have such hold periods as are required under Applicable Securities Laws, and, as a result, may not be sold, transferred or otherwise disposed of, except pursuant to an effective registration statement or prospectus, or pursuant to an exemption from, or in a transaction not subject to, the registration or prospectus requirements of Applicable Securities Laws and in each case only in accordance with Applicable Securities Laws. PreveCeutical Canada shall abide by all applicable resale restrictions and hold periods imposed by Applicable Securities Laws with respect to the Consideration Shares. to evidence its eligibility for such exemptions, PreveCeutical Canada agrees to deliver to Biogene a fully completed and executed Certificate of Seller as set out in Exhibit B attached hereto (the **"Certificate of Seller"**), and agrees that the representations and warranties set out in such

Certificate of Seller as executed by PreveCeutical Canada will be true and complete as at the Closing

2.7 Sales, Use and Other Taxes. PreveCeutical Canada will be solely and exclusively responsible for bearing and paying any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar taxes, charges, fees or expenses that may become payable in connection with the sale and assignment of the Assets to BioGene or BioGene Designate.

2.8 Closing. The closing of the sale of the Assets to BioGene or BioGene Designate (the "**Closing**") will take place on the date mutually agreed to by the Parties (the "**Closing Date**").

2.9 Closing Deliveries.

(a) On the Closing Date, PreveCeutical Canada and PreveCeutical Australia will deliver to BioGene or BioGene Designate:

(i) in a format reasonably acceptable to BioGene or BioGene Designate, all Assets, copies of Asset and all Materials in the possession and/or control of PreveCeutical Australia;

(ii) a bring-down certificate confirming that all representations and warranties provided by PreveCeutical are true and correct; and

(iii) a Certificate of Seller from PreveCeutical Canada.

(b) On the Closing Date, BioGene will:

(i) allot and issue to PreveCeutical Canada the Consideration Shares, which will be validly issued as fully paid and non-assessable common shares in the capital of BioGene;

(ii) deliver a bring-down certificate confirming that all representations and warranties provided by BioGene are true and correct and confirming the requirement set out in Section 2.10(b)(v)B; and

(iii) cause BioGene Designate to deliver a certificate confirming the covenants set out in Section 3.2(b)(ii).

2.10 Conditions Precedent to Closing.

(a) BioGene's obligation to cause BioGene Designate to purchase the Assets and to take other actions required to be taken by BioGene or BioGene Designate at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by BioGene, in whole or in part, in writing):

(i) all of the representations and warranties made by PreveCeutical in this Agreement will be accurate in all material respects;

(ii) each of the documents referred to in Section 2.9(a) to be delivered to BioGene or BioGene Designate will have been delivered to BioGene or BioGene Designate;

(iii) all of the covenants and obligations that PreveCeutical is required to comply with or to perform pursuant to this Agreement at or prior to the Closing will have been complied with and performed in all material respects;

(iv) Financial statements of the Assets or other financial information of the Assets acceptable to BioGene, which shall be provided in Exhibit C of this Agreement.

(v) Delivery of all due diligence items reasonably requested by BioGene

(vi) BioGene will have received the following documents:

A. evidence that PreveCeutical Australia has received all necessary board and shareholder approvals required to consummate the Transaction; and

B. such documents as BioGene may request in good faith for the purpose of (I) evidencing the accuracy of any representation or warranty made by PreveCeutical, (II) evidencing the compliance by PreveCeutical with, or the performance by PreveCeutical of, any covenant or obligation set forth in this Agreement, and (III) evidencing the satisfaction of any condition set forth in this Section, (IV) evidencing that all Assets are ready to be transferred to BioGene including the ownership of PreveCeutical Australia or (V) otherwise required for the consummation or performance of the Transaction;

(vii) there will not have been commenced or threatened against any Party, or against any person affiliated with either of them, any proceeding (a) involving any challenge to, or seeking damages, losses or other relief in connection with, the Transaction, or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Transaction; and

(viii) neither the consummation nor the performance of the Transaction will, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of, or cause BioGene or BioGene Designate to suffer any adverse consequence under, any applicable legal requirement or order.

(b) PreveCeutical's obligation to sell and transfer the Assets and to take the other actions required to be taken by PreveCeutical at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions:

(i) all of the representations and warranties made by BioGene in this Agreement will be accurate in all material respects;

(ii) there will not have been commenced or threatened against any Party or against any person affiliated with either of them, any proceeding (a) involving any

challenge to, or seeking damages, losses or other relief in connection with, the Transaction, or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Transaction;

(iii) each of the documents referred to in Section 2.9(b) to be delivered by BioGene will have been delivered to PreveCeutical Canada;

(iv) all of the covenants and obligations that BioGene is required to comply with or to perform pursuant to this Agreement at or prior to the Closing will have been complied with and performed in all material respects;

(v) PreveCeutical will have received the following documents:

A. evidence that BioGene and BioGene Designate have received all necessary board approvals required to consummate the Transaction;

B. written evidence that BioGene has retained an investment bank/broker-dealer to raise funds and to assist with the NASDAQ listing process on a best efforts bases and terms acceptable to PreveCeutical Canada; and

C. such other documents as PreveCeutical may request in good faith for the purpose of (I) evidencing the accuracy of any representation or warranty made by BioGene, (II) evidencing the compliance by BioGene or BioGene Designate with, or the performance by BioGene or BioGene Designate of, any covenant or obligation set forth in this Agreement, and (III) evidencing the satisfaction of any condition set forth in this Section or (IV) otherwise required for the consummation or performance of the Transaction; and

(vi) neither the consummation nor the performance of the Transaction will, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of, or cause PreveCeutical to suffer any adverse consequence under, any applicable legal requirement or order.

2.11 BioGene Board. Following the Closing, PreveCeutical Canada will nominate directors to the board of directors of BioGene as follows: Stephen Van Deventer (Chairman), Dr. Linnea Olofsson, Dr. Mak Jawadekar. The board will propose officer positions as follows: Stephen Van Deventer (CEO), Dr. Mariya Georgieva (President), Dr. Linnea Olofsson (Chief Scientific Officer), Professor Mirela Delibegovic (Advisor, Scientific Advisory Board), Alex McAuley (Chief Financial Officer), Dr. Harry Parekh as Chief Research Officer and Matthew Whitcombe (Director of Communications and Marketing). [we should discuss, Maxim may want to designate a Board member] I have one seat vacant

Control of Funds/Additional Capital: Prior to Closing, BioGene shall have no liabilities other than those mutually agreed to by the Parties. Any utilization of these funds shall require the mutual consent of the BioGene Representative and the BioGene CEO. Any additional funds contributed by any post-closing shareholders or any other sources shall also require the mutual consent of the BioGene Representative and the BioGene CEO. Any dilution will be equally diluted by all parties.

3. REPRESENTATIONS AND WARRANTIES OF PREVECEUTICAL AND BIOGENE

3.1 Representations and Warranties of PreveCeutical. PreveCeutical Australia and PreveCeutical Canada (as applicable) provide the following representations and warranties to BioGene:

(a) Authority. PreveCeutical Canada and PreveCeutical Australia each have all requisite power, legal right, capacity and authority to enter into this Agreement and any related agreements to which either is a party and to deliver the Assets and consummate the transactions contemplated hereby and thereby. Assuming the due authorization, execution and delivery by each Party, this Agreement and any related agreements constitute the valid and binding obligations of each of PreveCeutical Canada and PreveCeutical Australia, enforceable against each in accordance with its terms.

(b) Consents. No consent or approval of any Third Party is required to be obtained by PreveCeutical Australia for the execution, delivery or performance of this Agreement or any related agreement or the performance by PreveCeutical Australia of the transactions contemplated hereby.

(c) Ownership of Assets

(i) PreveCeutical Canada and PreveCeutical Australia are the sole and exclusive owners, and have good, valid and exclusive title to the Assets, free and clear of any and all Encumbrances.

(ii) All of the Project IP was developed by UniQuest who has validly and irrevocably assigned all of its right, title and interest in and to such inventions exclusively to PreveCeutical Australia.

(iii) All of the Assets and Project IP is fully transferable, alienable and licensable by the BioGene Designate without restriction and without payment of any kind to any Third Party. No Third Party has any right, title or interest in the Project IP.

(iv) None of the Assets and Project IP is licensed from a third party, and none of the Project IP is licensed to any third party, except for a limited license to UniQuest under the Research and Option Agreement.

(d) Infringement. To the best knowledge of PreveCeutical Canada and PreveCeutical Australia, none of the Assets or Project IP infringes, misappropriates or violates the proprietary rights of any Third Party. Both PreveCeutical Canada and PreveCeutical Australia have not received any written claim or notice of infringement or potential infringement of the Intellectual Property from any other person regarding the Assets or Project IP or that contests the validity, ownership or right of PreveCeutical Canada and PreveCeutical Australia to exercise or exploit any Assets and Project IP. There is no unauthorized use, unauthorized disclosure, infringement or misappropriation of any of the Assets or Project IP by any Third Party.

(e) Confidentiality. PreveCeutical Canada and PreveCeutical Australia has taken best efforts to preserve the value and secrecy of any trade secrets included in the Assets and Project IP. No disclosure of any of the Assets or Project IP has been made to a Third Party.

(f) UniQuest License Option. The Research and Option Agreement is in full force and effect and PreveCeutical Australia has the right to sell and transfer the UniQuest License Option under this Agreement.

(g) No Adverse Effect. Neither this Agreement nor the transactions contemplated by this Agreement, including, but not limited to, the assignment to BioGene or the BioGene Designate of the Assets and Project IP, by operation of law or otherwise, will result in: (i) any Third Party being granted rights or access to any intellectual property rights, technology or otherwise of the BioGene, BioGene Designate or any of its Affiliates; or (ii) BioGene, BioGene Designate or any of its Affiliates being bound by, or subject to, any non-compete, covenant not to sue or other restriction on the operation or scope of their respective businesses.

(h) Bankruptcy Proceedings. Neither PreveCeutical Canada nor PreveCeutical Australia is a party to, nor has either Party entered into or been a party to, any bankruptcy or similar proceedings that relate to the Assets.

(i) Fraudulent Conveyance. PreveCeutical Canada and PreveCeutical Australia have no intent to impair its creditors and have no other unreasonable or illegal intent in executing this Agreement or performing its obligations hereunder.

(j) Securities Laws. PreveCeutical Canada hereby acknowledges and agrees with Biogene as follows:

(i) the issuance of the Consideration Shares to PreveCeutical Canada will be made pursuant to appropriate exemptions (the "**Exemptions**") from the registration and prospectus (or equivalent) requirements of Applicable Securities Laws;

(ii) as a consequence of acquiring the Consideration Shares pursuant to the Exemptions:

A. PreveCeutical Canada is relying on exemptions from the requirements to provide PreveCeutical Canada with a prospectus or registration statement under Applicable Securities Laws and, as a consequence of acquiring the Consideration Shares pursuant to such exemptions, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to PreveCeutical Canada,

B. PreveCeutical Canada may not receive information that might otherwise be required to be provided to PreveCeutical Canada, and Biogene is relieved from certain obligations that would otherwise apply under Applicable Securities Laws if the Exemptions were not being relied upon by Biogene,

C. there is no government or other insurance covering any of the Consideration Shares,

D. there are risks associated with the acquisition of the Consideration Shares,

E. there are restrictions on PreveCeutical Canada's ability to resell any of the Consideration Shares, and it is the responsibility of PreveCeutical Canada to find out what those restrictions are and to comply with them before selling such Consideration Shares, and

F. no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares;

(iii) PreveCeutical Canada is knowledgeable of, or has been independently advised as to Applicable Securities Laws of that jurisdiction which applies to the sale of the issuance of the Consideration Shares and which may impose restrictions on the resale of any of the Consideration Shares in that jurisdiction and it is the responsibility of PreveCeutical Canada to become aware of what those trade restrictions are, and to comply with them before selling any of the Consideration Shares; and

(iv) the Consideration Shares may be subject to certain resale restrictions under Applicable Securities Law, and PreveCeutical Canada agrees to comply with such restrictions and PreveCeutical Canada also acknowledge that the certificates for the Consideration Shares may bear an applicable legend or legends respecting restrictions on transfers as required under Applicable Securities Laws (or legend notation on each applicable Consideration Shares issued electronically in a direct registration system), and that PreveCeutical Canada has been advised to consult PreveCeutical Canada's own legal advisor with respect to applicable resale restrictions and that PreveCeutical Canada is solely responsible for complying with such restrictions.

3.2 Representations, Warranties and Covenants of BioGene.

(a) BioGene hereby represents and warrants to PreveCeutical that as of the Effective Date:

(i) BioGene is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.

(ii) BioGene has all requisite power and authority to (i) enter into, execute, and deliver this Agreement, and (ii) perform fully its obligations hereunder.

(iii) BioGene has issued 1 common shares prior to the Effective Date.

(b) BioGene hereby covenants, that on the Closing Date:

(i) BioGene Designate will be duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.

(ii) BioGene Designate will have all requisite power and authority to perform fully its obligations hereunder.

4. PRESS RELEASE, BIOGENE CONFIDENTIAL INFORMATION AND CONFIDENTIALITY OF AGREEMENT

4.1 Press Release. From and after the date of this Agreement, no Party may issue a press release or make any public statement regarding this Agreement or the transactions contemplated herein, without the prior written consent of the other Parties with respect to the form and content of any such release or statement.

4.2 BioGene Designate Confidential Information. On the Closing Date, any and all Materials, whether actually delivered to BioGene and/or BioGene Designate pursuant to Section 2.9(a)(i) or not, shall automatically and immediately become and shall for all purposes be deemed to be "BioGene / BioGene Designate Confidential Information." PreveCeutical shall: (a) treat as confidential all BioGene / BioGene Designate Confidential Information; (b) not use any BioGene Designate Confidential Information except as expressly authorized in writing by BioGene or the BioGene Designate; and (c) use at least the same degree of care in keeping the BioGene / BioGene Designate Confidential Information confidential as PreveCeutical uses to safeguard information of like importance (but in no event less than reasonable care) from unauthorized disclosure, duplication, removal and misuse.

4.3 Confidentiality of Agreement. No Party will disclose such terms or conditions to any Third Party without the prior written consent of the other Parties, provided, however, that each Party may disclose the terms and conditions of this Agreement:

(a) as required by any court or other governmental body;

(b) as otherwise required by law;

(c) as otherwise may be required by Applicable Securities Laws and other law and regulation, including, but not limited to, to legal and financial advisors in their capacity of advising a Party in such matters;

(d) to legal counsel of the Parties, accountants, and other professional advisors; or

(e) in connection with the enforcement of this Agreement or rights under this Agreement.

5. INDEMNIFICATION

5.1 Certain Definitions. For the purposes of this Section 5, the terms "**Loss**" and "**Losses**" mean any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, fines and reasonable legal, accounting and other professional fees and expenses, but excluding any indirect, consequential or punitive damages suffered by any Party including damages for lost profits or lost business opportunities.

5.2 PreveCeutical Indemnity. PreveCeutical Canada and PreveCeutical Australia shall jointly and severally indemnify, defend, and hold harmless BioGene and BioGene Designate (collectively, the "**BioGene Indemnitees**") from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by the BioGene Indemnitees by reason of, resulting from, based upon or arising out of:

(a) any misrepresentation or breach of the representations and warranties made by PreveCeutical contained in or made pursuant to this Agreement or any document, certificate or other instrument delivered pursuant to this Agreement;

(b) the breach or partial breach by PreveCeutical of any covenant or agreement of PreveCeutical made in or pursuant to this Agreement, any document or any certificate or other instrument delivered pursuant to this Agreement; or

(c) any liability to which the BioGene Indemnitees may become subject and that arises directly or indirectly from or relates directly or indirectly to the Assets prior to the Closing or that otherwise arises prior to the Closing with respect or relating to the Assets.

5.3 BioGene Indemnity. BioGene shall indemnify, defend, and hold harmless PreveCeutical from, against, for, and in respect of any and all Losses asserted against, relating to, imposed upon, or incurred by PreveCeutical by reason of, resulting from, based upon or arising out of:

(a) any misrepresentation or breach of the representation and warranties made by BioGene or BioGene Designate contained in or made pursuant to this Agreement or any document, certificate or other instrument delivered pursuant to this Agreement; or

(b) the breach or partial breach by BioGene or BioGene Designate of any covenant or agreement of BioGene or BioGene Designate made in or pursuant to this Agreement or any document, certificate or other instrument delivered pursuant to this Agreement.

5.4 Survival of Indemnification. The indemnification provisions of this Article 7 will survive the Closing Date and will continue in full force and effect until two years after the Closing Date.

5.5 Effectiveness of Representations; Survival. Each Party is entitled to rely on the representations, warranties and agreements of the other Party and all such representation, warranties and agreement will be effective regardless of any investigation that any party has undertaken or failed to undertake. The representations, warranties and agreements will survive the Closing Date and continue in full force and effect until two years after the Closing Date.

6. MISCELLANEOUS

6.1 Notices.

(a) The address for notices of each of the Parties shall be as follows:

(i) PreveCeutical Medical Inc.

Attention: Dr. Linnea Olofsson, Director

(ii) PreveCeutical Australia (Pty) Ltd.

Attention: James Henderson

(iii) BioGene Therapeutics Inc.

Arrention: Stephen Van Deventer

(b) Any notice, consent, approval, determination or other communication to be given or sent to a Party pursuant to this Agreement shall be in writing and may be delivered to a Party at its address for service personally, by letter addressed to the party to whom the notice is given, or by electronic mail conclusively deemed to have been validly given or received for the purposes of this Agreement if delivered personally, by mail or by electronic mail. Any such notice shall be deemed to be given to, and received by, the addressee: (i) on delivery, if personally delivered; (ii) five (5) Business Days after the mailing thereof, if mailed postage prepaid; or (iii) one (1) Business Day after the transmission, if delivered by electronic mail. If a notice is delivered by electronic mail, the Party receiving the electronic mail shall promptly, upon receipt of such electronic mail, acknowledge receipt thereof. Any such acknowledgment shall extend solely to the receipt of such electronic mail and shall not, without more, be construed as an acknowledgment of the contents thereof.

6.2 Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada in force in British Columbia without regard to its conflict of law rules. The Parties each attorn to the jurisdiction of the Supreme Court of British Columbia and the British Columbia Supreme Court shall have exclusive jurisdiction over this Agreement.

6.3 Assignment. This Agreement is personal to the Parties, and the Agreement and/or any right or obligation hereunder is not assignable, whether in conjunction with a change in ownership, merger, acquisition, the sale or transfer of all, or substantially all or any part of a Party's business or assets or otherwise, voluntarily, by operation of law, or otherwise, without the prior written consent of the other Parties, which consent may be withheld at the sole discretion of such other Parties, provided that BioGene shall be free to assign its rights under this Agreement at its discretion to the BioGene Designate. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

6.4 No Rule of Strict Construction. Regardless of which Party may have drafted this Agreement or any part thereof, no rule of strict construction shall be applied against either Party.

6.5 Severability. If any section, or paragraph, or provision or clause of any thereof in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

6.6 Entire Agreement. This Agreement (including, but not limited to, all exhibits hereto, which are incorporated herein by this reference as though fully set forth in the body of this Agreement) embodies the entire understanding of the Parties with respect to the subject matter hereof, and merges all prior oral or written communications between them, and neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement.

6.7 Modification; Waiver. No modification or amendment to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

6.8 No Third Party Beneficiaries. This Agreement has been made and is made solely for the benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entity other than the Parties to this Agreement, their respective Affiliates and their respective permitted successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any Third Party to any Party to this Agreement.

6.9 Relationship of Parties. The Parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute a Party the agent of another Party for any purpose or in any sense whatsoever, or constitute the Parties as partners or joint venturers.

6.10 Counterparts. This Agreement may be executed in 2 or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The Parties may exchange signatures on this Agreement by email, and any copy of a signature so transmitted will be binding and effective as an original.

SIGNATURE PAGE NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the date first above written.

PREVECEUTICAL MEDICAL INC.

Per: "Linnea Olofsson"
Name: Dr. Linnea Olofsson
Title: Director

BIOGENE THERAPEUTICS INC.

Per: "Stephen Van Deventer"
Name: Stephen Van Deventer
Title: CEO

PREVECEUTICAL (AUSTRALIA) PTY LTD.

Per: "James Henderson"
Name: James Henderson
Title: Director

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

Family	Country	Official No.	Filing Date	Status
Title: Disulfide bond containing compounds and uses thereof Applicant: The University of Queensland	AU	2017902927	26 July 2017	Lapsed Provisional
	PCT	PCT/AU2018/050773	26 July 2018	Entered National Phase
	AU	2018305726	26 July 2018	Granted
	AU	2022287635	26 July 2018	Under Examination (being allowed to lapse 27 July 2024)
	CA	3070984	26 July 2018	Pending
	EP	18839285.6	26 July 2018	Pending
	US	11,566,044	26 July 2018	Granted
	US	18/093,509	26 July 2018	Pending (being allowed to lapse on 13 April 2024)

EXHIBIT B

CERTIFICATE OF SELLER

In connection with the issuance of common shares (the "**Securities**") of Biogene Therapeutics Inc., a Delaware corporation (the "**Company**"), to the undersigned pursuant to a certain intellectual property purchase agreement between the Company, PreveCeutical (Australia) Pty Ltd., an Australian company and the undersigned , the undersigned hereby agrees, acknowledges, represents and warrants that:

1. the undersigned is not a "**U.S. Person**" as such term is defined by Rule 902 of Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**1933 Act**") (the definition of which includes, but is not limited to, an individual resident in the U.S. and an estate or trust of which any executor or administrator or trust, respectively is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the U.S.);

2. None of the Securities have been or will be registered under the 1933 Act, or under any state securities or "blue sky" laws of any state of the United States, and may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S, except in accordance with the provisions of Regulation S or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in compliance with any applicable state, provincial and foreign securities laws;

3. the undersigned understands and agrees that offers and sales of any of the Securities prior to the expiration of a period of one year after the date of original issuance of the Securities (the one-year period hereinafter referred to as the "**Distribution Compliance Period**") shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with applicable state, provincial and foreign securities laws;

4. the undersigned understands and agrees not to engage in any hedging transactions involving any of the Securities unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable state and provincial securities laws;

5. the undersigned is acquiring the Securities for investment only and not with a view to resale or distribution and, in particular, it has no intention to distribute either directly or indirectly any of the Securities in the United States or to U.S. Persons;

6. the undersigned has not acquired the Securities as a result of, and will not itself engage in, any directed selling efforts (as defined in Regulation S) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Securities; provided, however, that the undersigned may sell or otherwise dispose of the Securities pursuant to registration thereof under the 1933 Act and any applicable state and provincial securities laws or under an exemption from such registration requirements;

7. the statutory and regulatory basis for the exemption claimed for the sale of the Securities, although in technical compliance with Regulation S, would not be available if the offering is part

of a plan or scheme to evade the registration provisions of the 1933 Act or any applicable state and provincial securities laws;

8. the Company has not undertaken, and will have no obligation, to register any of the Securities under the 1933 Act;

9. the Company is entitled to rely on the acknowledgements, agreements, representations and warranties and the statements and answers of the undersigned contained in the Agreement and this Certificate, and the undersigned will hold harmless the Company from any loss or damage either one may suffer as a result of any such acknowledgements, agreements, representations and/or warranties made by the undersigned not being true and correct;

10. the undersigned has been advised to consult its own respective legal, tax and other advisors with respect to the merits and risks of an investment in the Securities and, with respect to applicable resale restrictions, is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions;

11. the undersigned and the undersigned's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the acquisition of the Securities, and to obtain additional information, to the extent possessed or obtainable by the Company without unreasonable effort or expense;

12. the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the undersigned during reasonable business hours at its principal place of business and that all documents, records and books in connection with the acquisition of the Securities have been made available for inspection by the undersigned, the undersigned's attorney and/or advisor(s);

13. the undersigned (i) is able to fend for itself in connection with the acquisition of the Securities; (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Securities; and (iii) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;

14. the undersigned is not aware of any advertisement of any of the Securities and is not acquiring the Securities as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

15. no Person has made to the undersigned any written or oral representations:

    (a) that any Person will resell or repurchase any of the Securities;

    (b) that any Person will refund the purchase price of any of the Securities;

    (c) as to the future price or value of any of the Securities; or

(d) that any of the Securities will be listed and posted for trading on any stock exchange or automated dealer quotation system or that application has been made to list and post any of the Securities on any stock exchange or automated dealer quotation system;

16. the undersigned is outside the United States when receiving and executing this Certificate and is acquiring the Securities as principal for its own account, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part and no other person or entity has a direct or indirect beneficial interest in the Securities;

17. neither the U.S. Securities and Exchange Commission nor any other securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;

18. the Securities are not being acquired, directly or indirectly, for the account or benefit of a U.S. Person or a person or entity in the United States;

19. the undersigned understands and agrees that the Securities will bear the following legends:

> "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THESE SECURITIES MUST NOT TRADE THE SECURITIES BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) [INSERT THE DISTRIBUTION DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.
>
> THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO A PERSON WHO IS NOT A U.S. PERSON (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"). NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT."

20. the undersigned acknowledges and agrees that the Company will refuse to register any transfer of Securities not made in accordance with the provisions of Regulation S, pursuant to registration

under the 1933 Act, or pursuant to an available exemption from registration under the 1933 Act; and

PREVECEUTICAL MEDICAL INC.

Per: "Linnea Olofsson"
Name: Dr. Linnea Olofson
Title: Director