

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective January 14, 2021,

AMONG:

ENTHEON BIOMEDICAL CORP., a company incorporated under the federal laws of Canada with an office at 211 – 3030 Lincoln Avenue, Coquitlam, British Columbia, V3B 6B4

("Entheon")

AND:

HALUGEN LIFE SCIENCES INC., a company incorporated under the laws of the Province of British Columbia with an office at 6 Hyde Park Way, Ottawa, Ontario K2G 5R6

("HaluGen")

AND:

THE HOLDERS OF SHARES ISSUED BY HALUGEN, as listed in Schedule "A" attached hereto

(collectively, the "**HaluGen Shareholders**")

WHEREAS:

- A. The HaluGen Shareholders are the owners of all of the issued and outstanding shares issued by HaluGen; and
- B. Entheon wishes to purchase all of the issued and outstanding shares of HaluGen from the HaluGen Shareholders in exchange for an aggregate of 5,100,000 Entheon Shares (as defined herein), upon and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 Defined terms – The following terms have the following meanings in this Agreement:

- (a) "**Acquisition**" means the acquisition of all of the HaluGen Shares by Entheon in exchange for Entheon Shares, pursuant to the terms and conditions of this Agreement;
- (b) "**Agreement**" means this share exchange agreement among Entheon, HaluGen and the HaluGen Shareholders dated January 14, 2021;
- (c) "**Applicable Laws**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby or the Parties to this Agreement;

- (d) **"BCICAC"** means the British Columbia International Commercial Arbitration Centre and includes any entity which replaces the BCICAC or which substantially succeeds to its powers or functions;
- (e) **"Business Day"** means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada;
- (f) **"Closing"** means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (g) **"Closing Date"** means January 14, 2021 or such other date as mutually agreed by HaluGen and Enttheon;
- (h) **"CSE"** means the Canadian Securities Exchange;
- (i) **"Enttheon"** means Enttheon Biomedical Corp.;
- (j) **"Enttheon Disclosure Record"** means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by Applicable Laws to be filed by or on behalf of Enttheon prior to the date of this Agreement;
- (k) **"Enttheon Shares"** means the common shares in the capital of Enttheon;
- (l) **"Governmental Authority"** means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity, and includes but is not limited to health and medical regulatory authorities;
- (m) **"HaluGen"** means HaluGen Life Sciences Inc.;
- (n) **"HaluGen Shareholders"** means the Persons listed in Schedule "A" attached hereto;
- (o) **"HaluGen Shares"** means the 20,116,666 issued and outstanding common shares in the capital of HaluGen;
- (p) **"Lobo Agreement"** means the product development agreement between Lobo Genetics Inc. and Halugen dated November 13, 2020;
- (q) **"Lobo Amending Agreement"** has the meaning set out in Section 4.1(c);
- (r) **"Lock-Up Agreement"** has the meaning set out in Section 2.1(a)(ii);
- (s) **"Material Adverse Change"** means, with respect to a Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization, financial conditions or prospects of a Party and its subsidiaries, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) conditions affecting the psychedelic industry, as a whole in North America, and not specifically relating to the Party and/or its subsidiaries, including changes in laws (including tax laws); (ii) any

natural or biological disaster, including an escalation in the severity of the COVID-19 pandemic, where the Parties are located, provided such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies; (iii) any matter which has been communicated in writing to the other Parties as of the date hereof; or (iv) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to in writing by the other Parties;

- (t) **"Material Contract"** means any material contract, commitment, agreement (written or oral), joint venture instrument, lease or other document to which HaluGen is a party or by which any of their property or assets are bound;
- (u) **"New HaluGen Certificate"** has the meaning set out in Section 6.2(a)(iii);
- (v) **"Parties"** means each of Entheon, HaluGen and the HaluGen Shareholders and **"Party"** means each one of them, as applicable;
- (w) **"Person"** means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;
- (x) **"Security Interest"** includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off;
- (y) **"Time of Closing"** means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as Entheon and HaluGen may agree; and
- (z) **"Vigile Consulting Agreement"** has the meaning set out in Section 4.3(d).

1.2 **Schedules** – The following schedule attached hereto constitutes a part of this Agreement:

Schedule "A" – List of HaluGen Shareholders
 Schedule "B" – Form of Lock-Up Agreement
 Schedule "C" – Form of Lobo Amending Agreement
 Schedule "D" – Form of Vigile Consulting Agreement

1.3 **Headings** – The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.4 **Interpretation** – Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

1.5 **Knowledge** – Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean to the best knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.

2. **PURCHASE AND SALE**

2.1 **Agreement** – Subject to the terms and conditions of this Agreement:

- (a) on the Closing Date:
 - (i) each of the HaluGen Shareholders hereby agrees to sell, assign and transfer to Entheon all (and not less than all) of the HaluGen Shares owned by such HaluGen Shareholder as set forth in Schedule "A", and Entheon agrees to purchase all (and not less than all) of the HaluGen Shares from each of the HaluGen Shareholders in exchange for the issuance of an aggregate of 5,100,000 Entheon Shares to the HaluGen Shareholders as set forth in Schedule "A", subject to adjustment in the event of any stock splits, consolidations, stock dividends or other events affecting the outstanding Entheon Shares or HaluGen Shares; and
 - (ii) Entheon will not be obligated to complete the purchase of the HaluGen Shares unless each of the HaluGen Shareholders enters into a contractual lock-up agreement with Entheon (the "**Lock-Up Agreement**"), in the form set out in Schedule "B" attached hereto, pursuant to which the Entheon Shares held by the HaluGen Shareholder will be subject to contractual restrictions on transfer for a term of 12 months from the date of issuance; and
- (b) if a HaluGen Shareholder appears to be entitled to a fractional Entheon Share, the HaluGen Shareholder's entitlement will be rounded down to the nearest whole number of Entheon Shares.

2.2 **Acknowledgements of the HaluGen Shareholders** – Each of the HaluGen Shareholders hereby acknowledges and agrees with Entheon as follows:

- (a) the transfer of the HaluGen Shares and the issuance of Entheon Shares will be made pursuant to applicable exemptions from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Applicable Laws;
- (b) the HaluGen Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of their jurisdiction of residence which apply to the sale of the Entheon Shares and the issuance of Entheon Shares and which may impose restrictions

on the resale of such Entheon Shares in that jurisdiction and it is the responsibility of the HaluGen Shareholder to find out what those trade restrictions are, and to comply with such restrictions before selling its Entheon Shares;

- (c) the Entheon Shares issued to each HaluGen Shareholder will be subject to contractual restrictions on transfer for a period of 12 months from the date of issuance, as further set out in the Lock-Up Agreement; and
- (d) the certificates for Entheon Shares may bear a legend or legends respecting restrictions on transfers as required under Applicable Laws and that such HaluGen Shareholder has been advised to consult its own legal advisor with respect to applicable resale restrictions and that it is solely responsible for complying with such restrictions.

3. COVENANTS AND AGREEMENTS

3.1 **Given by Entheon** – Entheon covenants and agrees with HaluGen and the HaluGen Shareholders, that Entheon will:

- (a) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of Entheon of its obligations under this Agreement; and
- (b) fund the ongoing operations and improvements to the technology platform and sales and marketing activities of HaluGen for a period of 12 months following the Closing Date, as set forth in the HaluGen operating budget as mutually agreed to between Entheon and HaluGen, which operating budget shall, among other things, provide for a minimum of [redacted] of investment into HaluGen's operations over the 12 months following the Closing Date.
- (c) issue the Entheon Shares pursuant to Section 2.16 (Take-over bid and issuer bid) of National Instrument 45-106 – *Prospectus Exemptions*.

3.2 **Given by HaluGen** – HaluGen covenants and agrees with Entheon that HaluGen will use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance of HaluGen of its obligations under this Agreement.

4. CONDITIONS PRECEDENT

4.1 **In favour of all Parties** – The obligations of the Parties under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing:

- (a) this Agreement shall not have been terminated in accordance with its terms;
- (b) Entheon shall have completed such filings with the CSE as are necessary in connection with completion of the Acquisition;
- (c) the Lobo Agreement shall have been amended pursuant an amending agreement (the "**Lobo Amending Agreement**"), in the form set out in Schedule "C" hereto;

- (d) there shall have been obtained the written consents or approvals of any Governmental Authority or persons whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied; and
- (e) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement.

4.2 **In favour of Enttheon** – Enttheon's obligations under this Agreement are subject to the fulfilment of the following conditions at or prior to the Closing:

- (a) HaluGen having not more than 20,116,666 HaluGen Shares issued and outstanding on the Closing Date;
- (b) the HaluGen Shareholders and the HaluGen board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by HaluGen, as contemplated hereunder;
- (c) HaluGen and each of the HaluGen Shareholders shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement;
- (d) the representations and warranties contained in this Agreement of HaluGen and each of the HaluGen Shareholders are true in all material respects (with modifications necessary to reflect the transactions contemplated by this Agreement);
- (e) all documents necessary to complete the transfer of all legal and beneficial ownership of all (and not less than all) HaluGen Shares shall have been delivered at the Closing;
- (f) HaluGen having no outstanding indebtedness or liabilities, except pursuant to the Lobo Agreement and liabilities or indebtedness incurred in the ordinary course;
- (g) HaluGen being in good standing in respect of all of its material obligations due and owing in respect of all of their Material Contracts; and
- (h) the absence of any Material Adverse Change in the business, financial condition, prospects, assets or operations of HaluGen.

The conditions precedent set forth above are for the exclusive benefit of Enttheon and may be waived by it in whole or in part on or before the Time of Closing.

4.3 **In favour of HaluGen** – The obligations of HaluGen and the HaluGen Shareholders under this Agreement are subject to the fulfilment of the following conditions:

- (a) Enttheon shall have complied in all material respects with all of its covenants and agreements contained in this Agreement;
- (b) the Enttheon board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Enttheon, as contemplated hereunder;

- (c) the representations and warranties of Entheon contained in this Agreement are true in all material respects (with modifications necessary to reflect the transactions contemplated by this Agreement);
- (d) Entheon and Franco Vigile having entered into a consulting agreement (the “**Vigile Consulting Agreement**”) pursuant to which Franco Vigile will serve as the Vice President of Business Development for Entheon, in the form set out in Schedule “D” hereto; and
- (e) the absence of any Material Adverse Change in the business, financial condition, prospects, assets or operations of Entheon.

The conditions precedent set forth above are for the exclusive benefit of HaluGen and the HaluGen Shareholders and may be waived by HaluGen (on its own behalf and on behalf of the HaluGen Shareholders) in whole or in part on or before the Time of Closing.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Concerning Entheon** – In order to induce HaluGen and the HaluGen Shareholders to enter into this Agreement and complete their respective obligations hereunder, Entheon represents and warrants to and covenants with HaluGen and the HaluGen Shareholders as follows:

- (a) **Incorporation and Qualification** – Entheon is a corporation incorporated and existing under the federal laws of Canada and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of Entheon and is enforceable against Entheon in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of Entheon and is enforceable against Entheon in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.
- (c) **Corporate Authority** – The execution, delivery and performance by Entheon of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Entheon;
- (d) **Authorized and Issued Capital** – Entheon is authorized to issue an unlimited number of common shares, of which 47,220,271 common shares are validly issued and outstanding, as fully paid and non-assessable shares as of the Closing Date;
- (e) **Additional Securities** – As at the date hereof, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Entheon or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option or right (whether or not on condition(s)) for the purchase or any other acquisition of any unissued securities of

Entheon except: (i) 3,175,000 common share purchase options; and (ii) 11,174,333 common share purchase warrants.

- (f) **Entheon Disclosure Record** – All documents and instruments comprising the Entheon Disclosure Record have been filed on a timely basis with the applicable securities authorities pursuant to applicable securities laws and the rules and policies of the CSE, except where failure to do so would not have a material adverse effect on Entheon. Each of the documents and instruments comprising the Entheon Disclosure Record, at the time of its filing, complied in all material respects with the applicable requirements of securities laws and the rules and policies of the CSE. As of their respective dates (or, if amended prior to the date hereof, as of the date of such amendment), the documents and instruments constituting the Entheon Disclosure Record did not contain any material misrepresentation. To the knowledge of Entheon, the Entheon Disclosure Record (other than confidential treatment requests) is not the subject of ongoing review, comment or investigation by any Governmental Authority or the CSE. Entheon has not filed any confidential material change report or equivalent which at the date of this Agreement remains confidential.
- (g) **Compliance with Laws** – Entheon is conducting its business in compliance in all material respects with all Applicable Laws of Canada; and
- (h) **No Shareholder Approval** – The Acquisition does not require the approval of the shareholders of Entheon.

5.2 **Concerning HaluGen** – In order to induce Entheon to enter into this Agreement and complete its obligations hereunder, HaluGen represents and warrants to and covenants with Entheon as follows:

- (a) **Incorporation and Qualification** – HaluGen is a corporation incorporated and existing under the laws of British Columbia and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. This Agreement constitutes a legal, valid and binding agreement of HaluGen and is enforceable against HaluGen in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of HaluGen and is enforceable against HaluGen in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.
- (c) **Required Approvals** – There is no requirement to obtain any third party consent or approval as a condition to the lawful completion by HaluGen of the transactions contemplated by this Agreement;
- (d) **Corporate Authority** – The execution, delivery and performance by HaluGen of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of HaluGen;

- (e) **Authorized and Issued Capital** – The authorized capital of HaluGen consists of an unlimited number of common shares, of which 20,116,666 common shares are validly issued and outstanding as fully paid and non-assessable shares. A true and complete list of the HaluGen Shareholders, their names, addresses and holdings of HaluGen Shares is set out in Schedule "A";
- (f) **HaluGen Securities** – HaluGen has no outstanding debt, equity or convertible securities in the capital of HaluGen, including incentive stock options and warrants;
- (g) **Dividends** – HaluGen has not declared or paid any dividends or distributed any of HaluGen's properties or assets;
- (h) **Liabilities** – HaluGen has no outstanding liabilities or indebtedness, and has not borrowed money or incurred any indebtedness for money borrowed, except pursuant to the Lobo Agreement or liabilities or indebtedness incurred in the ordinary course;
- (i) **No Other Agreements to Purchase** – There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the HaluGen Shares, except pursuant to the Lobo Agreement;
- (j) **Compliance with Laws** – To the best of its knowledge, HaluGen has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on;
- (k) **Compliance with Material Contracts** – HaluGen is in good standing in respect of all of its material obligations due and owing in respect of all of its Material Contracts;
- (l) **Title to Assets** – HaluGen owns (with good title) all of the assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own;
- (m) **No Breach of Laws** – To the best knowledge of HaluGen, HaluGen is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever; and
- (n) **Not a Reporting Issuer, No Published Market** – HaluGen is not a reporting issuer in any jurisdiction and there is no published market for the HaluGen Shares.

5.3 **Concerning the HaluGen Shareholders** – In order to induce Enttheon to enter into this Agreement and complete its obligations hereunder, each of the HaluGen Shareholders severally represents and warrants to Enttheon that:

- (a) **Qualification** – If the HaluGen Shareholder is an individual, he is of legal age and is legally competent to enter into and perform his obligations under this Agreement. If the HaluGen Shareholder is a corporation, it is a corporation incorporated and validly existing under the jurisdiction of its incorporation and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement;

- (b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of the HaluGen Shareholder and is enforceable against such HaluGen Shareholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws;
- (c) **Title to HaluGen Shares**
 - (i) Such HaluGen Shareholder is the legal and, unless otherwise indicated in Schedule "A", beneficial owner of the HaluGen Shares, registered in its name as set out in Schedule "A", with good title, free and clear of all liens, charges, encumbrances, Security Interests and resale restriction; and
 - (ii) On Closing, Entheon will have good and valid title to such HaluGen Shares free and clear of all liens, charges, encumbrances, Security Interests and resale restrictions;
- (d) **No Other Agreements to Purchase** – Except for Entheon's rights under this Agreement, there is no option, agreement or other right capable of becoming such to acquire from such HaluGen Shareholder any of the HaluGen Shares;
- (e) **Resale Restrictions** – Such HaluGen Shareholder acknowledges and agrees to be bound by any restrictions on the resale of the Entheon Shares issued to it at the Closing, that may be imposed by Applicable Laws or this Agreement and the Lock-Up Agreement and agrees that the certificates representing such Entheon Shares may contain a legend or legends to that effect or referring to such resale restrictions;
- (f) **Independent Legal and Financial Advice** – Such HaluGen Shareholder has been advised prior to entering into this Agreement to obtain, and has obtained, such independent legal, financial (including tax) and other advice as it deems to be necessary or advisable in connection herewith, and waives any claim which it may now or in the future have with respect to this Agreement or the subject matter hereof based in any way on the absence of, lack of access to or shortness of time available to rely on such advice; and
- (g) **Tax Matters** – Except for Encap Renewables Ltd., such HaluGen Shareholder is not a non-resident of Canada within the meaning of the Act.

5.4 **Survival**

- (a) The representations and warranties made by the Parties under this Part 5 are true and correct as of the date of this Agreement and shall be true and correct at the Time of Closing as though they were made at that time.
- (b) Should any of the representations and warranties made by any HaluGen Shareholder in Section 5.3 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, Entheon shall be entitled, for a period of two years following the Closing, to seek remedy against such HaluGen Shareholder for any such misrepresentation or breach of warranty. Notwithstanding the foregoing, should any of the representations and warranties made by any HaluGen Shareholder in Section 5.3(c) or 5.3(d) not be true and correct as of the date of this Agreement or at the

Time of Closing as though they were made at that time, subject to any limitation periods applicable under Applicable Laws, Entheon will be entitled, for an indefinite period following the Closing, to seek remedy against such HaluGen Shareholder for any such misrepresentation or breach of warranty.

- (c) Should any of the representations and warranties made by Entheon in Section 5.1 not be true and correct as of the date of this Agreement or at the Time of Closing as though they were made at that time, each HaluGen Shareholder shall be entitled, for a period of two years following the Closing, to seek remedy against Entheon for any such misrepresentation or breach of warranty.
- (d) Except as otherwise provided in Section 5.4 after the expiration of such two-year period, no Party or Parties shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such two-year period. All other representations and warranties made by the Parties under this Part 5 shall terminate and be of no further force or effect immediately after the Time of Closing.

5.5 **No Limit on Rights** – The Parties each acknowledge and agree that a Party's investigations shall in no way limit or otherwise adversely affect that Party's rights under the representations and warranties given to it by any other Party or Parties under this Agreement.

6. CLOSING

6.1 **Closing** – The Closing shall take place electronically at the Time of Closing, or at such other place upon which Entheon and HaluGen may agree.

6.2 **Deliveries by HaluGen and the HaluGen Shareholders** – At the Closing, HaluGen shall deliver to Entheon the following documents:

- (a) a copy of this Agreement executed by HaluGen and the HaluGen Shareholder;
- (b) a copy of the Lobo Amending agreement executed by HaluGen;
- (c) a copy of the Vigile Consulting Agreement executed by Franco Vigile;
- (d) a certified true copy of the resolutions of the HaluGen board of directors evidencing that the board of directors have approved this Agreement, the Acquisition and all of the transactions of HaluGen and the HaluGen Shareholders contemplated hereunder and the resolutions shall include specific reference to:
 - (i) the sale and transfer of the HaluGen Shares from the HaluGen Shareholders to Entheon as provided for in this Agreement; and
 - (ii) the issuance of one or more new certificate(s) (the "**New HaluGen Certificate(s)**") representing the HaluGen Shares registered in the name of the Entheon, or otherwise as directed by Entheon;
- (e) the New HaluGen Certificate(s);

- (f) Lock-Up Agreements executed by each of the HaluGen Shareholders;
- (g) such other materials or documents that are, in the opinion of Entheon acting reasonably, required to be delivered by HaluGen and the HaluGen Shareholders in order to meet their obligations under this Agreement.

6.3 Deliveries by Entheon – At the Time of Closing on the Closing Date, Entheon shall deliver to HaluGen, on its own behalf and on behalf of the HaluGen Shareholders:

- (a) a copy of this Agreement executed by Entheon;
- (b) a copy of the Lobo Amending agreement executed by Entheon;
- (c) a copy of the Vigile Consulting Agreement executed by Entheon;
- (d) certified true copies of the resolutions of the board of directors of Entheon evidencing the approval of this Agreement and all of the transactions of Entheon contemplated hereunder;
- (e) proof of the issuance of the shares certificates or DRS statements representing the 5,100,000 Entheon Shares referred to in Section 2.1(a)(i), registered in the respective names of the HaluGen Shareholders as set forth in Schedule "A"; and
- (f) such other materials or documents that are, in the opinion of HaluGen acting reasonably, required to be delivered by Entheon in order to meet its obligations under this Agreement.

7. PUBLIC DISCLOSURE

7.1 Restrictions on disclosure – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of Entheon and HaluGen as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with Entheon and HaluGen, such disclosure as its counsel advises is required by Applicable Laws or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

7.2 Confidentiality – Except with the prior written consent of Entheon and HaluGen, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of Entheon and HaluGen or any of the HaluGen Shareholders in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the Party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

7.3 Personal Information – Each of the HaluGen Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement and acknowledges and consents to the fact that HaluGen and Entheon, as applicable, are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal*

Information Protection and Electronic Documents Act (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the HaluGen Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each HaluGen Shareholder acknowledges and consents to HaluGen and Entheon, as applicable, retaining such personal information for as long as permitted or required by law or business practices. Each HaluGen Shareholder further acknowledges and consents to the fact that HaluGen and Entheon, as applicable, may be required by applicable securities legislation to provide regulatory authorities with any personal information provided by the HaluGen Shareholders in this Agreement and each HaluGen Shareholder further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

8. GENERAL

8.1 Time – Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

8.2 Entire agreement – This Agreement constitutes the entire Agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

8.3 Further assurances – The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

8.4 Amendments – No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by Entheon and HaluGen.

8.5 Notices – Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mailed by prepaid registered post to the Parties at their following respective addresses:

- (a) to HaluGen or the HaluGen Shareholders:

HaluGen Life Sciences Inc.
 6 Hyde Park Way
 Ottawa, ON K2G 5R6
 Attention: [commercially sensitive information redacted]
 E-mail: [commercially sensitive information redacted]

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

Segev LLP
6th Floor, 905 West Pender Street
Vancouver, BC, V6C 1L6
Attention : [personal information redacted]
Email : [personal information redacted]

(b) to Entheon:

Entheon Biomedical Corp.
211 – 3030 Lincoln Avenue
Coquitlam, BC, V3B 6B4
Attention: [personal information redacted]
E-mail: [personal information redacted]

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

DuMoulin Black LLP
10th Floor, 595 Howe Street
Vancouver, BC, V6C 2T5
Attention: [personal information redacted]
Email: [personal information redacted]

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or e-mailed shall be deemed to have been given and received on the Business Day next following the date of delivery or e-mailing, as the case may be.

8.6 Expenses – Each Party shall be responsible for the payment of its own costs and expenses, including legal fees and disbursements, incurred by it in connection with the negotiation and execution of this Agreement.

8.7 Assignment – This Agreement may not be assigned by any Party hereto without the prior written consent of Entheon and HaluGen.

8.8 Dispute Resolution – Any dispute, controversy or claim arising out of or relating to this Agreement or the reach, termination or invalidating thereof, shall be settled by arbitration of a single arbitrator in accordance with the then current domestic commercial arbitration rules of the BCICAC.

8.9 Governing law – This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia.

8.10 Counterparts – This Agreement may be executed in counterpart and by e-mail or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

8.11 **Severability** – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

8.12 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

8.13 **Independent Legal Advice** – Each of the Parties, respectively, acknowledges, confirms and agrees, in favour of each of the other Parties, that he, she or it had the opportunity to seek and was not prevented nor discouraged by any Party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that he, she or it did not avail himself, herself or itself with that opportunity prior to signing this Agreement, he, she or it did so voluntarily without any undue pressure and agrees that his, her or its failure to obtain independent legal advice shall not be used by him, her or it as a defence to the enforcement of his, her or its obligations under this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above written.

ENTHEON BIOMEDICAL CORP.

"Timothy Ko"

Name: Timothy Ko

Title: Chief Executive Officer

HALUGEN LIFE SCIENCES INC.

"Franco Vigile"

Name: Franco Vigile
Title: Chief Executive Officer

[personal information redacted]

[personal information redacted]

[personal information redacted]

[personal information redacted]

[personal information redacted]

[personal information redacted]

[personal information redacted]

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[personal information redacted]

[personal information redacted]

[personal information redacted]

[personal information redacted]

SCHEDULE "A"
LIST OF HOLDERS OF HALUGEN SHARES

Name & Address of HaluGen Shareholder	No. of HaluGen Shares Owned	Current Percentage Ownership	Projected Number of Enttheon Shares Issued
[personal information redacted]	4,000,000	19.88%	1,014,085
[personal information redacted]	1,750,000	8.70%	443,663
[personal information redacted]	1,750,000	8.70%	443,662
[personal information redacted]	1,750,000	8.70%	443,662
[personal information redacted]	1,000,000	4.97%	253,521
[personal information redacted]	500,000	2.49%	126,761
[personal information redacted]	300,000	1.49%	76,056
[personal information redacted]	2,000,000	9.94%	507,042
[personal information redacted]	200,000	0.99%	50,704
[personal information redacted]	200,000	0.99%	50,704
[personal information redacted]	800,000	3.98%	202,817
[personal information redacted]	200,000	0.99%	50,704
[personal information redacted]	250,000	1.24%	63,380
[personal information redacted]	200,000	0.99%	50,704
[personal information redacted]	500,000	2.49%	126,761

Schedule "A" - 2

[personal information redacted]	600,000	2.98%	152,113
[personal information redacted]	300,000	1.49%	76,056
[personal information redacted]	150,000	0.75%	38,028
[personal information redacted]	150,000	0.75%	38,028
[personal information redacted]	100,000	0.50%	25,352
[personal information redacted]	166,666	0.83%	42,253
[personal information redacted]	750,000	3.73%	190,141
[personal information redacted]	25,000	0.12%	6,338
[personal information redacted]	2,475,000	12.30%	627,465
TOTAL:	20,116,666	100%	5,100,000

SCHEDULE "B"
FORM OF LOCK-UP AGREEMENT

[Attached as the following pages.]

**ENTHEON BIOMEDICAL CORP.
(THE "COMPANY")**

LOCK-UP AGREEMENT

January____, 2021

Re: Entheon Biomedical Corp. – Lock-Up Agreement

The Company proposes to purchase (the "**Acquisition**") all of the issued and outstanding shares of HaluGen Life Sciences Inc. ("**HaluGen**") pursuant to a share exchange agreement (the "**Share Exchange Agreement**") dated January [●], 2021 between the Company, HaluGen and the shareholders of HaluGen (the "**HaluGen Shareholders**"). Pursuant to the Share Exchange Agreement, the parties agreed that the common shares of the Company (the "**Company Shares**") issued to the HaluGen Shareholders will be subject to lock-up for a period of one year, to be released in accordance with the release schedule set forth below.

Upon completion of the Acquisition, the undersigned acquired the number of Company Shares listed opposite the undersigned's name on Schedule "A" to this Agreement (the "**Locked-Up Shares**").

For other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that it will not, directly or indirectly, without the prior written consent of the Company, option, sell, convey, convert, transfer, pledge, encumber, grant a security interest in, hypothecate, assign, gift or otherwise dispose of (collectively "**Dispose**"), or announce any intention to Dispose of any of the Locked-Up Shares on or before the date such Locked-Up Shares are released in accordance with the release schedule set forth below:

<u>Number of Locked-Up Shares</u>	<u>Release Date</u>
25% of the Locked-Up Shares	Closing date of the Acquisition (the " Closing Date ")
25% of the Locked-Up Shares	4 months following the Closing Date
25% of the Locked-Up Shares	8 months following the Closing Date
25% of the Locked-Up Shares	12 months following the Closing Date

The restrictions set forth in the foregoing release schedule are in addition to any other restrictive legends attached to the Locked-Up Shares or otherwise required by applicable securities laws.

The foregoing restriction is expressly agreed to preclude the undersigned from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of any Locked-Up Shares even if such Locked-Up Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions would include without limitation any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of the Locked-Up Shares or with respect to any security that includes, relates to, or derives any significant part of its value from Locked-Up Shares.

Notwithstanding the foregoing, the undersigned may transfer the Locked-Up Shares: (i) to an Affiliate (as hereinafter defined), (ii) by will or intestate succession following the undersigned's death, (iii) to a tax trust, 401K, RRSP or TFSA, (iv) for the purposes of estate planning; and (v) pursuant to a court order or similar decree, provided that any such transferee will first enter into a written agreement whereby such transferee agrees to assume all obligations of the undersigned under the terms of this Agreement. For the purposes of this Agreement, "**Affiliate**" of any person means any other person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such person. For the purposes of this Agreement, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing.

It is further agreed that this Agreement will neither limit nor restrict the ability of the undersigned to sell, transfer, or dispose of any and all of the Locked-Up Shares pursuant to a *bona fide* written offer (whether solicited or unsolicited) by a person unaffiliated with the Company (a) made to every holder of common shares of the Company on the same basis, whether by way of take-over bid, or any other similar transaction ("**Transaction**") and (b) recommended by the board of directors of the Company, provided that if such Transaction is not completed, the provisions of this Agreement remain in force and effect.

The undersigned represents, warrants and, where applicable, covenants to the Company as follows and acknowledges that the Company is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

- (a) if the undersigned is:
 - (i) a corporation, the undersigned is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement and to carry out and perform its covenants and obligations under the terms of this Agreement and the entering into of this Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the undersigned or of any agreement, written or oral, to which the undersigned may be a party or by which the undersigned is or may be bound;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the undersigned has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
 - (iii) an individual, the undersigned has the legal capacity and competence to enter into and to execute this Agreement and to observe and perform his or her covenants and obligations hereunder;
- (b) the execution and delivery of this Agreement by the undersigned and the performance by it of its obligations hereunder have been duly authorized and no other proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered by the undersigned and

constitutes a legal, valid and binding obligation, enforceable by the Company against the undersigned in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy, insolvency or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought;

- (c) the undersigned is the sole beneficial owner of the Locked-Up Shares listed opposite the undersigned's name on Schedule "A" to this Agreement;
- (d) the undersigned now has, and for the duration of this Agreement will have, good and marketable title to the Locked-Up Shares, free and clear of all liens, encumbrances, and claims whatsoever.

This Agreement and the rights and obligations of the undersigned will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the undersigned irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia.

[Remainder of page intentionally left blank]

The undersigned further understands that this Agreement is irrevocable and will be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

[●]

SCHEDULE "A"

SHARES OF ENTHEON BIOMEDICAL CORP. SUBJECT TO THIS LOCK-UP AGREEMENT

Name	Locked-Up Shares (Common Shares)	Registered holder if different from beneficial owner
[●]	[●]	<div></div> <div></div>

SCHEDULE "C"
FORM OF LOBO AMENDING AGREEMENT

[Attached as the following pages.]

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "**Agreement**") is made effective as of the ____ day of January, 2021:

AMONG:

LOBO GENETICS INC., a corporation existing under the *Canada Business Corporations Act*
("Lobo")

AND:

HALUGEN LIFE SCIENCES INC., a corporation existing under the *Business Corporations Act*
(British Columbia)
("HaluGen")

AND:

ENTHEON BIOMEDICAL CORP., a corporation existing under the *Canada Business Corporations Act*
("Entheon")

WHEREAS:

- A. Lobo and HaluGen (the "**Original Parties**") are parties to a Product Development Agreement dated November 13, 2020 (the "**Product Development Agreement**");
- B. HaluGen and Entheon propose to enter into a share exchange transaction (the "**Acquisition**") whereby Entheon will acquire all of the issued and outstanding shares of HaluGen; and
- C. pursuant to the Acquisition, the Original Parties and Entheon (collectively, the "**Parties**") desire to amend the Product Development Agreement in order to alter the terms of the share compensation to be provided to Lobo, among other things, as more particularly set out herein.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties do hereby covenant and agree as follows:

1. Defined Terms

Except as otherwise specified herein, all capitalized terms defined in the Product Development Agreement will have the same meaning when used in this Amending Agreement.

2. Amendment to the Product Development Agreement

- (a) Exhibit A of the Product Development Agreement is hereby deleted in its entirety and replaced with the form of schedule attached hereto as Appendix "A".

- (b) Exhibit B of the Product Development Agreement is hereby deleted in its entirety and replaced with the form of schedule attached hereto as Appendix "B".
- (c) All references to "Exhibit C" and Exhibit C of the Product Development Agreement are hereby deleted in their entirety.
- (d) All references to "Exhibit D" and Exhibit D of the Product Development Agreement are hereby deleted in their entirety.
- (e) Section 3 is hereby deleted in its entirety and replaced with:

"3. Subscription for Shares. Part of the compensation provided by Customer on account of the Services will be effected through the issuance of shares (the "**Entheon Shares**") in the capital of Entheon Biomedical Corp. ("**Entheon**") to Service Provider in accordance with Exhibit B on account of the acquisition of all the issued and outstanding shares of HaluGen by Entheon. Entheon represents and warrants that there are no (and during the Term there will be no) actual or threatened claims or disputes that, if unfavourably resolved, would materially affect the value of the Entheon Shares."

3. Agreement to be Bound

By executing this Amending Agreement, Entheon hereby covenants and agrees to be bound by the Product Development Agreement, as amended by this Amending Agreement, in the same manner and to the same extent as if Entheon had been an original party to the Product Development Agreement.

4. Consent of Lobo

By executing this Amending Agreement, Lobo hereby consents to the assignment, transfer or delegation of any of or all of the rights or obligations of HaluGen under the Product Development Agreement, as amended by this Amending Agreement, to Entheon in accordance with Section 13 of the Product Development Agreement.

5. Effect of Amendment

The Parties confirm that the Product Development Agreement, as amended by this Amending Agreement, remains in full force and effect. From the effective date of this Amending Agreement, the Product Development Agreement, as amended by this Amending Agreement shall be read together to the extent reasonably possible as though all of the terms of both documents were contained in one instrument.

6. Enurement

This Amending Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, other legal representatives, successors and permitted assigns.

7. Governing law

This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.

8. Counterparts

This Amending Agreement may be executed and delivered by the Parties hereto in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first written above.

LOBO GENETICS INC.

Per: _____
Name:
Title:

HALUGEN LIFE SCIENCES INC.

Per: _____
Name:
Title:

ENTHEON BIOMEDICAL CORP.

Per: _____
Name:
Title:

APPENDIX “A”

EXHIBIT A

DESCRIPTION OF SERVICES

Contribution by Parties

HaluGen

- [commercially sensitive information redacted]

Entheon

- Issue up to [commercially sensitive information redacted] common shares in the capital of Entheon to Lobo upon completion of Phase 3 by Lobo.

Lobo

- Perform all necessary steps to complete the Phase 1 feasibility study
- Perform all necessary steps to complete the Phase 2 development plan
- Perform all necessary steps to complete the Phase 3 commercialization plan
- Grant a perpetual license to all Lobo intellectual property needed or created as part of the development and commercialization

Phase 1: Feasibility Study and Development Plan

With feedback from HaluGen, Lobo will engage in a scientific literature review of potential genetic markers related to an individual’s reaction to hallucinogenic drugs and determine the feasibility of developing a Pre-Screening Genetic Test for these genetic markers. Based on Lobo’s existing technology platform for cannabis genetic testing, Lobo will create a similar development plan for a testing platform for psychedelics. Lobo will also create a commercialization plan so once the test and platform development is complete, there will be a turn-key operation to build, order, ship, process and deliver test results run by Lobo on an ongoing basis.

- 3 week timeline
- [Commercially sensitive information redacted]

Feasibility Study

- Scientific literature review of relevant genetic markers
- Identify 4 genetic markers + 1 copy number variation (CNV) marker
 - 5HT2A (rs6311): serotonin receptor

- CYP2B6*6 (rs3745274, rs2279343): ketamine metabolism
- NRG1 (rs3924999): risk marker
- DISC1 (rs821616): risk marker
- C4A (CNV): risk marker
- Create a whitepaper on Psychedelics Pre-Screening and Genetic Testing

Development Plan

- Create an Assay Development plan including:
 - Assay Marker Design
 - Genebank datasearch for SNP information
 - Primer/probe design and verification
 - PCR conditions optimization
 - Extraction kit testing
 - Synthetic controls
 - Verification and Validation
 - Limit of detection
 - Reproducibility
 - Human factors
 - Shelf-life
 - Method comparison study with bi-directional sequencing
 - Summary Report
 - Workflow and Packaging
 - Swab Kit
 - Retail box design and packaging
 - Return mailer
 - User instructions
 - Buccal swab
 - Barcode/UPC
 - Test kit ID and mailer account
- Create a Technology Platform Development plan including:
 - Company Website
 - Template, styles, colours, fonts
 - Navigation and sitemap
 - Copy, layout and images
 - Customer test kit registration
 - Customer login for viewing results
 - Customer surveys
 - E-commerce test ordering
 - Shopify setup (e-commerce, payments, emails)
 - Test data processing and analysis

- Back-end database
 - Lab administration system
- Test Results and Reports
 - Email SendGrid setup
 - Account registration and reports
- Create a Commercialization plan including:
 - Inventory build and storage
 - Shipping and Handling of Test Kits
 - Test Transfer Pricing
 - Receiving and Processing of Customer Samples
 - Customer Support
- Test Transfer Pricing:
 - Total Estimated Price: [commercially sensitive information redacted].
 - 5 genes (1-2 target per gene): [commercially sensitive information redacted].
 - 5HT2A (1 target): [commercially sensitive information redacted].
 - CYP2B6*6 (2 targets): [commercially sensitive information redacted].
 - NRG1 (1 target): [commercially sensitive information redacted].
 - DISC1 (1 target): [commercially sensitive information redacted].
 - C4A (CNV x 2 replicates): [commercially sensitive information redacted].
 - Swab kit: [commercially sensitive information redacted].
 - Swab kit outbound shipping: [commercially sensitive information redacted].
 - Swab sample expedited return shipping (Canada): [commercially sensitive information redacted].
 - Test processing, handling and support: [commercially sensitive information redacted].
 - Markup: [commercially sensitive information redacted].

Phase 2: Pre-Screening Test and Technology Platform Development

Lobo will complete the development plan in two stages. Lobo will first complete the Assay Development before then proceeding to the Technology Platform development.

- 3 month timeline
 - 2 months for Assay Development
 - 1 month for Technology Platform
- [commercially sensitive information redacted] total budget contribution by HaluGen
 - [commercially sensitive information redacted] up-front payment for Assay Development
 - [commercially sensitive information redacted] payment for Technology Platform, upon completion of Assay Development milestone

Phase 3: Commercialization

Upon completion of the Assay Development and Technology Platform, Lobo will complete all steps needed to commercialize the Pre-Screening Test for commercial operations. Lobo will make available an initial inventory of 1000 test kits for HaluGen for sale with no minimum order. HaluGen will promptly apply for all merchant accounts, hosting accounts and take other ancillary acts as reasonably requested by Lobo to operationalize the Technology Platform. Lobo will reimburse HaluGen for all ongoing web hosting, merchant services, and similar fees that may be incurred to operate the Technology Platform for the duration of the Supply Agreement.

- 1 month timeline
 - Reagent inventory build (1000 tests)
 - Swab kit inventory build (1000 kits)
 - Operationalize Technology Platform
 - Procedures and processes for:
 - ordering, payment processing
 - test shipping and sample receiving
 - testing at Lobo's central lab facility
 - test reporting
 - customer support
- [Commercially sensitive information redacted]

APPENDIX “B”

EXHIBIT B

EQUITY SCHEDULE FOR LOBO SHARE SUBSCRIPTION

Equity Schedule for the shares of Entheon Biomedical Corp. (the “**Entheon Shares**”) issued to Lobo according to the following schedule based on the total time to complete Phase 2 and 3. The Equity Schedule will commence upon the receipt of the [redacted] upfront payment for the Phase 2 Assay Development.

Time elapsed from the [redacted] upfront payment for the Phase 2 Assay Development until completion of Phase 2 and Phase 3	Entheon Shares to be Issued
Up to 3 months	900,000
Between 3 and 6 months	750,000
Between 6 and 7 months	450,000
Between 7 and 8 months	300,000
Between 8 and 9 months	150,000
More than 9 months	0

SCHEDULE "D"
FORM OF VIGILE CONSULTING AGREEMENT

[Attached as the following pages.]

CONSULTING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) made effective as of ♦, 2021 (the “**Effective Date**”)

BETWEEN:

ENTHEON BIOMEDICAL CORP., a company incorporated under the federal laws of Canada with an office at 211 – 3030 Lincoln Avenue, Coquitlam, British Columbia, V3B 6B4

(“**Entheon**”)

AND:

FRANCO VIGILE, an individual residing at [personal information redacted]

(the “**Consultant**”)

WHEREAS

- A.** The Consultant previously served as the chief executive officer of Halugen Life Sciences Inc. (“**Halugen**”) pursuant to an employment agreement between the Consultant and Halugen;
- B.** Entheon has acquired Halugen pursuant to a share exchange agreement (the “**SEA**”) among Entheon, Halugen and the shareholders of Halugen dated ♦, 2021; and
- C.** Entheon wishes to retain the services of the Consultant to provide consulting services and the Consultant agrees to provide such services to Entheon, in accordance with the terms and conditions contained herein;

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

1. Term

1.1 Entheon will retain the Consultant as an independent contractor, and the Consultant will accept such retention, commencing as of the Effective Date and continuing for an initial term of six (6) months, subject to the terms and conditions of this Agreement as provided below (the “**Initial Term**”).

1.2 Following the Initial Term, the parties hereto may agree to renew the term of this Agreement for an additional six (6) months or on such terms as may be agreed upon between the parties (the “**Additional Term**”, and together with the Initial Term, the “**Term**”).

2. Services

2.1 During the Term, the Consultant will personally perform the services as described in Section 1 of Schedule "A" (the "**Services**"), in a competent and timely manner.

2.2 Following the Term, the Consultant will provide services on a project to project basis, with service terms to be negotiated prior to commencement of any such work.

2.3 The Consultant shall:

- (a) perform all Services in a professional, proper, and lawful manner, under applicable rules, regulations and laws, and in accordance with the highest industry standards;
- (b) not infringe the intellectual property rights of any third party;
- (c) in rendering the Services, comply with all applicable laws;
- (d) determine the manner and means by which it performs the Services, including but not limited to the time and place for performance of the Services;
- (e) except as otherwise set forth in **Schedule "A"** or in this Agreement, furnish, at its own expense, the equipment, supplies, tools, and other materials to perform the Services; and
- (f) make itself available for consultation with Entheon at such times and places as are mutually agreeable to the parties

3. Compensation

3.1 During the Term, as consideration for the Services, Entheon will pay the Consultant the compensation described in Section 2 of Schedule "A".

3.2 Compensation from Entheon for any work performed by the Consultant on projects following the Term shall be negotiated prior to commencement of any such work. For clarity, the Company shall not be bound by compensation provisions set out in Schedule "A" following the Term.

3.3 Entheon may, in its sole discretion, reimburse the Consultant for the Consultant's reasonable expenses or disbursements actually and reasonably incurred or made by the Consultant in connection with the performance of the Services. For all such expenses and disbursements the Consultant shall supply Entheon with originals of all receipts, invoices or statements in respect of which Entheon seeks reimbursement, in such form as may reasonably be required by Entheon and at such times or intervals as may be required by Entheon.

3.4 Entheon shall be responsible for paying all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or municipal governmental entity on any amounts payable by Entheon hereunder; provided that, in no event shall Entheon pay or be responsible for any taxes, statutory withholdings, deductions or remittances, imposed on or with respect to the Consultant's income, revenues, gross receipts, real or personal property, or other assets.

3.5 The Consultant shall have a Goods and Services (GST) and provincial sales tax (PST)

registration number (or, if applicable, a Harmonized Sales Tax (HST) registration number) and shall be responsible for deducting and remitting GST and PST (or HST as applicable) to the appropriate regulatory authorities.

4. Intellectual Property Rights

4.1 Entheon is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all results, acquisitions, inventions (whether or not patentable), discoveries, deliverables, and proceeds of the Services (“**Deliverables**”), including without limitation all patents, copyrights, trademarks, industrial designs, trade secrets, rights to file patent applications, and other intellectual property rights (collectively, “**Intellectual Property Rights**”) therein. The Consultant irrevocably assigns Entheon or Halugen, as may be directed by Entheon from time to time, all rights, title, and interest throughout the world in and to the Deliverables, including without limitation all Intellectual Property Rights therein. The Consultant irrevocably and unconditionally waives all moral rights that the Consultant may now have or may in the future have relating to the Deliverables.

4.2 The Consultant shall make full and prompt disclosure to Entheon of any inventions or processes made or conceived by the Consultant alone or with others during the Term, relating in any way to the Services, whether or not such inventions or processes are patentable and whether or not such inventions or processes are made or conceived during normal working hours or on the premises of Entheon. The Consultant shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of Entheon.

4.3 To effect the Consultant’s obligations under this Agreement, at the reasonable request and at the sole expense of Entheon, the Consultant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure and evidence Entheon’s or Halugen’s ownership of the Deliverables, and all Intellectual Property Rights therein, including but not limited to providing to Entheon or Halugen, as the case may be, written assignments of all Intellectual Property Rights to Entheon or Halugen, as the case may be, and any other documents required to enable Entheon or Halugen, as the case may be, to document rights to, or to register, patents, copyrights, trade-marks, industrial designs and such other protections as Entheon or Halugen, as the case may be, considers advisable anywhere in the world, and waiving all of the Consultant’s moral rights in the Deliverables. The Consultant agrees that if Entheon is unable because of the Consultant’s unavailability, incapacity, or for any other reason, to secure the Consultant’s signature to apply for or pursue any application for any Canadian or foreign patents, trademarks, mask work, copyright or other intellectual or industrial property right registrations covering the Deliverables, then Consultant hereby irrevocably designates and appoints Entheon and its duly authorized agents and officers as the Consultant’s agent and attorney in fact, to act for and on the Consultant’s behalf to execute and file any such documents or applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks, mask work or other intellectual or industrial property right registrations therein with the same legal force and effect as if executed by the Consultant.

4.4 Notwithstanding anything to the contrary in this Agreement, Entheon’s obligation to make payment to the Consultant in the final month of the Term is conditional upon the Consultant executing and delivering to Entheon or Halugen, as the case may be, an intellectual property assignment agreement, in the form approved by Entheon, which, among other things, irrevocably assigns to Entheon all of the Consultant’s worldwide right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein, and waiving all of the Consultant’s moral rights in the Deliverables.

4.5 All goodwill established by the Consultant or that may be established by the Consultant with clients, customers, suppliers, principals, shareholders, investors, collaborators, strategic partners, licensees, contacts or prospects of Entheon relating to the business or affairs of Entheon (or of its partners, subsidiaries or affiliates), both before and after the Effective Date, shall be and remain the property of Entheon or Halugen exclusively, for Entheon or Halugen, as the case may be, to use, alter, vary, adapt and exploit as Entheon shall determine in its discretion.

5. Internet Accounts

5.1 Any and all social media and other online accounts and profiles created or used by Consultant on behalf of Entheon or Halugen or otherwise for the purpose of promoting or marketing Entheon or Halugen or similar business purposes, including such profiles and accounts featuring or displaying Entheon's or Halugen's name and trademarks ("**Entheon Social Media Accounts**"), and all content posted by Consultant on or through the Entheon Social Media Accounts (including without limitation all intellectual property), belong solely to Entheon or Halugen, as the case may be. Entheon and/or Halugen, as the case may be, shall own all Entheon Social Media Accounts regardless of whoever opens the account or uses, manages or accesses it. Each Entheon Social Media Account includes any and all login information, data, passwords, trademarks and content related to the profile or account, including all followers, subscribers, consents, and contacts. Entheon Social Media Accounts shall not include any social media accounts or profiles that are created or used by Consultant exclusively for Consultant's own personal use.

5.2 Consultant agrees that Consultant will not create, develop or maintain any Entheon Social Media Accounts without Entheon's express prior authorization. All approved Entheon Social Media Accounts shall where possible be registered, in whole or in part, using Entheon's or Halugen's name and contact information. After registration, the login and password information for each Entheon Social Media Account shall promptly be reported to Entheon and not be changed thereafter without prior express authorization from Entheon.

5.3 Upon Entheon 's request at any time during the course of Consultant's engagement with Entheon or any time thereafter, Consultant agrees to cease accessing, using, updating or modifying the Entheon Social Media Accounts, except for the sole purpose of transferring control of the Entheon Social Media Accounts to Entheon (where necessary).

6. Confidentiality

6.1 The Consultant acknowledges that in the course of providing the Services, and in connection with the Consultant's previous position with Halugen, the Consultant may create or have access to information that is treated as confidential and proprietary by Entheon or Halugen, as applicable, including, without limitation, information pertaining to any Deliverables, any trade secrets, any information concerning the organization, business, finances, transactions or other affairs of Entheon or Halugen that is not generally known to the public, information that would be reasonably considered confidential or proprietary to Entheon or Halugen and/or its clients, partners, investors, suppliers, subsidiaries, and affiliates, and any data, technology, commercial and research strategies, trade secrets, inventions and know-how disclosed by Entheon or Halugen to the Consultant, directly or indirectly, in written, oral or other tangible form, for the purpose of the Services or arising from the Services (collectively, the "**Confidential Information**"). Notwithstanding the foregoing, Confidential information does not include information that at the time of the disclosure is, or thereafter becomes, through no fault of the Consultant, part of the public domain provided that any combination of the information which comprises part of the Confidential Information will not be included within the foregoing exceptions merely because individual parts of the information were within the public domain.

6.2 The Consultant shall treat all Confidential Information as strictly confidential and only use the Confidential Information for the purpose of the Services. The Consultant shall not, without the prior written authorization of Entheon, either during the Term or for a period of five years thereafter:

- (a) use any Confidential Information for the benefit or purposes of the Consultant or any other person, company or organization whatsoever; or
- (b) disclose any Confidential Information to any person, company or other organization whatsoever.

6.3 Notwithstanding the foregoing, the Consultant will be entitled to disclose Confidential Information if required by a court of competent jurisdiction, provided that it promptly notify Entheon, consult with Entheon and cooperate with Entheon in any attempt to resist or narrow such disclosure or to obtain an order or other assurance that such Confidential Information will be accorded confidential treatment. Notwithstanding any such disclosure required by law, the Confidential Information disclosed will, for all other purposes, continue to be treated as Confidential Information under this Agreement.

6.4 All right, title and interest in and to the Confidential Information shall remain the exclusive property of Entheon or Halugen, as the case may be, and any Confidential Information in the Consultant's possession during the term of this Agreement shall be deemed to be held in trust by the Consultant for the benefit of Entheon or Halugen, as the case may be,.

7. Non-Disparagement

7.1 The Consultant shall not reveal, disclose, use or cause to be revealed, disclosed or used any information or material with respect to Entheon (which term shall, for the purposes of this Section, include Entheon and its affiliates and their respective officers, directors, shareholders, agents and employees) which is or may reasonably be expected to be injurious to any of the Entheon's interests. Without limiting the generality of the foregoing, the Consultant shall privately and publicly support the Entheon and not make any private or public statement of the business affairs, policies or the like of Entheon that disparages Entheon, directly or indirectly, in any respect.

8. Conflicts of Interest; Disclosure

8.1 Except as expressly disclosed in writing to Entheon in accordance with Section 8.2, the Consultant represents and warrants to Entheon that it is under no obligation to any former employer or any other person or business that: (i) is in any way inconsistent with this Agreement or the performance of the Services under this Agreement; (ii) imposes any restriction on the Consultant's activities with Entheon or Halugen; or (iii) otherwise is a conflict, a potential conflict or a perceived conflict of Entheon's interests (collectively, "**Conflicts**").

8.2 The Consultant shall make full and complete disclosure to Entheon of the existence, nature and extent of any Conflicts that the Consultant may have or which may arise during the Term, whether such Conflicts arise in the Consultant's own right, or otherwise. The disclosure obligations provided in this Section are continuing obligations of the Consultant during the Term.

8.3 Any business opportunities related to (a) the business of Entheon, or (b) any of the Confidential Information or Deliverables, which become known to the Consultant during the term of this Agreement must be fully disclosed and made available to Entheon by the Consultant without delay, and the Consultant agrees not to take or omit to take any action if the result would be to divert from Entheon any opportunity which is within the general scope of Entheon's business.

9. Other Engagements

9.1 This Agreement does not limit the Consultant from providing similar services to third parties, provided that such third party engagement does not breach or violate the terms and conditions of this Agreement.

9.2 The Consultant shall use best efforts to segregate the consulting services provided under this Agreement from work at other institutions so as to minimize any questions of disclosure or ownership of rights under inventions or Confidential Information.

10. Liability and Indemnity

10.1 The Consultant shall defend, indemnify, and hold harmless Entheon and its affiliates, and their officers, directors, agents, and employees, from and against all demands, complaints, actions, suits, claims, penalties, liabilities, damages, costs, and expenses (including reasonable attorneys' and professionals' fees) of any kind whatsoever arising out of (a) any communications or activities of the Consultant made in the course of providing the Services; (b) any negligent acts or omissions of the Consultant; (c) any breach by the Consultant of its covenants, representations, or warranties hereunder; (d) bodily injury, death of any person, or damage to property, resulting from the Consultant's acts or omissions; or (e) any act of the Consultant beyond the scope of the Consultant's authority hereunder. This indemnity shall survive termination of this Agreement. The

Consultant will be responsible for the defence of any suit brought against Entheon, its subsidiaries, affiliates, employees, servants, agents or contractors, on account of any such claim and will satisfy any judgement against Entheon, its affiliates, subsidiaries, directors, officers, employees, servants, agents or contractors, resulting therefrom to the extent arising from a negligent act or omission in the performance of the Agreement by the Consultant or any of its subcontractors.

10.2 Entheon will indemnify and hold the Consultant, harmless from all claims resulting from a negligent act or material omission in the performance of this Agreement by Entheon or any of its subcontractors. Entheon will be responsible for the defense of any suit brought against the Consultant, on account of any such claim and will satisfy any judgement against the Consultant, resulting therefrom to the extent arising from a negligent act or omission in the performance of the Agreement by Entheon or any of its subcontractors.

10.3 Whether the Consultant or Entheon has committed a negligent act or material omission in the performance of this Agreement is disputed by either party, the determination of that event shall be determined by a court of competent jurisdiction or such other party as Entheon and the Consultant may agree to in writing.

11. Additional Representations and Warranties

11.1 The parties agree that they will comply with all applicable national, regional and local laws, regulations or specifications, the noncompliance with which might tend to adversely affect the reputation of or legal liability of either party.

11.2 The parties represent and warrant that they have full authority, power and capacity to enter into this Agreement, to perform their obligations hereunder, and all necessary actions have been taken to enable each of them to enter into this Agreement.

11.3 The Consultant represents and warrants to Entheon, which representations and warranties shall survive the execution of this Agreement and the consummation of the transactions contemplated herein, that:

- (a) the Consultant has skill, training and expertise as well as the types and quantities of equipment and other facilities necessary to commence, conduct and complete the Services in the manner contemplated herein;
- (b) the Consultant has a valid GST and PST (or HST as applicable) registration number;
- (c) the Consultant has workers compensation insurance coverage sufficient for the Services;
- (d) all information provided by the Consultant to Entheon which Entheon relied upon prior to the Effective Date for the purposes of evaluating its engagement with the Consultant was accurate and contained no untruths or misrepresentations;
- (e) the Consultant will provide Entheon with good and valid title in and to all Deliverables, free and clear of all encumbrances and liens of any kind; and
- (f) all Deliverables are and shall be the Consultant's original work (except for material in the public domain or provided by Entheon) and, to the best of the Consultant's knowledge do not and will not violate or infringe upon the intellectual property rights or any other rights whatsoever of any person, firm, corporation or other entity.

12. Termination and Survival

12.1 This Agreement is binding and may only be terminated by the Consultant or Entheon on 30 days' notice for cause, that is not cured within that 30-day period upon written notice of the impugned conduct, or immediately for material breach of services or gross misconduct such as criminal activity, fraud, or extensive periods of inactivity by the Consultant or, in the case of Entheon, illiquidity or bankruptcy of Entheon.

12.2 Notwithstanding that the parties agree that the Consultant is not and shall not be an employee or dependent contractor of Entheon or an affiliate of Entheon (unless otherwise later agreed in writing) and is instead an independent contractor:

- (a) in the event this Agreement is terminated by Entheon and a court, tribunal, or other government authority determines or finds that the Consultant was a dependent contractor of Entheon, the Consultant agrees to waive and not pursue any claim the Consultant may have to severance payment or damages in lieu of reasonable notice of termination of this Agreement; and
- (b) in the event this Agreement is terminated by Entheon and not for any reason which would constitute "just cause" at common law, and a court, tribunal, or government authority determines or finds that the Consultant was an employee of Entheon, the Consultant agrees that it shall be entitled only to the minimum termination notice period or pay in lieu of notice as required by the *Employment Standards Act*, RSBC 1996, c 113, as amended from time to time, or other applicable legislation, and the Consultant agrees to waive and not pursue any right or claim the Consultant may have to any additional severance payments or damages related to such termination (including without limitation damages in lieu of reasonable notice of termination).

12.3 Upon termination of this Agreement for any reason:

- (a) the Consultant shall promptly deliver to Entheon any and all Confidential Information Deliverables, and other Entheon property, including, but not limited to, all books, records, printouts, lists, internet accounts, passwords, notes and other documents or copies thereof relating to the business of Entheon and Halugen, which is in the Consultant's possession or direct or indirect control (together, "**Company Property**"). Notwithstanding the foregoing, if requested in writing by the Entheon, the Consultant shall: (i) irretrievably destroy any Company Property in its possession (which, for certainty, includes copies) and, (ii) forthwith provide Entheon with a certificate in writing confirming the completion of same; and
- (b) the Consultant shall promptly waive its moral rights in, and promptly transfer and assign to Entheon all of Consultant's worldwide right, title, and interest in and to the Deliverables, including without limitation all Intellectual Property Rights therein, by executing and delivering to Entheon an intellectual property assignment agreement in the form approved by Entheon.

12.4 Any provision of this Agreement that imposes an obligation after the termination of this Agreement or expiration of the Term shall survive the termination or expiration of this Agreement. Without limiting the generality of the foregoing, the following provisions shall survive termination: Sections 3.4, 4, 6, 12.2, 12.3, 12.4, and 17 to 25 (inclusive).

13. Third Party Approval

13.1 The terms of this Agreement shall be subject to applicable securities laws and policies and any required approvals from the Canadian Securities Exchange or other applicable stock exchange Entheon's common shares are listed or Entheon is seeking to be listed on.

14. Public Disclosure

14.1 The Company may publicly disclose the existence or contents of this Agreement if required by relevant securities regulatory laws or stock exchange policies. Any news release disclosing the terms of this Agreement must be consented to by both parties prior to dissemination.

15. Relationship of the Parties

15.1 The Consultant is an independent contractor and is not an employee of Entheon. The Consultant will be entitled to no benefits or compensation for services from Entheon except as set forth in this Agreement and will in no event be entitled to any fringe benefits payable to employees of Entheon. The Consultant will be solely responsible for the payment of all taxes due on the income received for the consulting services provided under this Agreement.

15.2 The parties specifically and expressly disclaim any intention to create a partnership, employment relationship, joint venture, or to constitute any party as the agent of the other. Nothing in this Agreement will result in a party being a partner of the other party nor impose any partnership obligation on any party.

15.3 Without limiting the foregoing: (a) the Consultant shall not be eligible to participate in any benefit or compensation plans offered by Entheon to its employees, including, without limitation, any payments under any employment standards legislation; and (b) Entheon shall have no liability or responsibility for any statutory withholdings, registrations, deductions, or remittances related to the Consultant, including without limitation, any income, payroll, or other federal, state, or provincial taxes, employment insurance remittances, Canada Pension Plan contributions, or employer health tax, or worker's compensation insurance premiums for the Consultant. The Consultant is responsible for these withholding, remitting and registration obligations, and shall indemnify Entheon from and against any order, penalty, interest, taxes or contributions that may be assessed against Entheon as a result of the failure or delay of the Consultant to make any such withholdings, remittances or registration, or to file any information required by any law.

15.4 If at any time the Canada Revenue Agency or any other competent authority determines that the Consultant is an employee of Entheon, Entheon will immediately commence to make all statutorily required withholding and remittances in respect of payments to the Consultant. The Consultant will indemnify and save harmless Entheon and its directors, officers, employees, and agents (collectively the "**Indemnified Persons**") from and against all actions, proceedings, demands, claims, liabilities, losses, penalties, interest, damages, judgments, costs, and expenses (collectively, a "**Claim**") including, without limiting the generality of the foregoing, legal fees and disbursements on a solicitor and his own client basis (together with all applicable taxes), which the Indemnified Persons or any of them or their personal representatives may suffer as a result

of any Claim by the Canada Revenue Agency or any other competent authority that the Consultant is an employee of Entheon or as a result of Entheon not making any statutorily required source deductions on payments to the Consultant. Entheon may at any time set off any amounts owing to it by the Consultant under this section hereof against any and all amounts payable by Entheon to the Consultant, including but not limited to amounts payable under this Agreement.

16. Assignment

16.1 The Consultant may not assign or transfer any or all of its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of Entheon.

16.2 Entheon's consent to any assignment will not relieve the Consultant from its obligations for performance of this Agreement.

17. Entire Agreement

17.1 This Agreement and schedules annexed hereto, constitute the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the parties relating to the subject matter hereof. It may be amended only by an agreement in writing, signed by both parties.

18. Notice

18.1 Any notice to be given hereunder shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, electronic mail (email) or delivered to the parties at the addresses specified herein or at such other address as each party may from time to time direct in writing. Any such notice shall be deemed to have been received if mailed, two business days after the date of mailing, if by email, the next business day after electronic transmission, and, if delivered, upon delivery. If normal mail service is interrupted by a labour dispute, slowdown, strike, force majeure, or other cause, a notice sent by mail shall not be deemed to be received until actually received, and the party giving such notice shall use such other service as may be available to ensure prompt delivery or shall deliver such notice.

19. Invalidity

19.1 If any of the provisions contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

20. Further Assurances

20.1 Each party shall do such acts and shall execute such other documents, conveyance, deeds, assignments, transfers and the like and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other party may in writing at any time and from time to time reasonably request be done and/or executed, in order to give full effect to the provisions of this Agreement.

21. Waiver

21.1 Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving it, and only in a specific instance and for the specific purpose for which it has been given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement, shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

22. Independent Legal Advice

22.1 Each of the parties confirms and acknowledges that it has been provided with an opportunity to seek independent legal advice with respect to its rights, entitlements, liabilities and obligations hereunder and understands that it has been recommended that such advice be sought prior to entering into this Agreement.

23. Governing Law

23.1 This Agreement will be governed by, and construed and enforced in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia for all matters arising out of or relating to this Agreement.

24. Equitable Relief

24.1 The Consultant hereby agrees that breach, or threatened breach, of this Agreement may cause Entheon irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Entheon shall be entitled to injunctive relief against such breach or threatened breach in any court of competent jurisdiction, without proving actual damage or posting a bond or other security.

25. Counterparts

25.1 This Agreement may be executed and delivered by the parties in counterparts (each of which will be considered for all purposes an original) and by facsimile (or email scan) and when a counterpart has been executed and delivered by each of the parties, by facsimile (or email scan) or otherwise, all such counterparts and facsimiles (or email scans) will together constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

ENTHEON BIOMEDICAL CORP.

Per: _____

Name: Timothy Ko

Title: CEO

THE CONSULTANT

Name: Franco Vigile

SCHEDULE "A"

Consulting Services and Compensation

1. Services

1.1 The Consultant shall provide services to Entheon to the best of its ability and in accordance with the terms of the Agreement. The Consultant's responsibilities shall include, but not be limited to, the following:

- (a) serving as vice president, business development, of Halugen;
- (b) providing advice and direction with respect to Halugen's business strategy;
- (c) reviewing and advising with respect to Halugen's scientific endeavours;
- (d) attending and participating in meetings of Entheon, Halugen and any relevant advisory boards;
- (e) participating in conference calls with Entheon's executives and/or senior staff on an "on-call" basis during normal business hours; and
- (f) responding promptly to phone calls or emails sent by Entheon's executives and/or senior staff

(collectively, the "**Services**").

The foregoing duties and responsibilities are set and specified by Entheon's chief executive officer, who may change, alter or amend such duties and responsibilities in his sole discretion, as reasonably exercised, with such changes being within the expertise of the Consultant and demanding the same level of engagement with Entheon's and Halugen's business as contemplated above. However, regardless of any change in duties or responsibilities, the Consultant shall continue to be responsible for determining the manner and means by which it performs the Services, including but not limited to the time and place for performance of the Services.

1.2 Throughout the Term, the Consultant shall well and faithfully serve Entheon and Halugen and use its best efforts to generally promote the interests of Entheon and Halugen.

1.3 The Consultant shall comply with all Entheon and Halugen policies, procedures, rules and regulations, both written and oral, as may be announced by Entheon or Halugen, as the case may be, from time to time.

2. Compensation

2.1 Beginning on the Effective Date and in consideration for the provision of the Consultant's Services' for the duration of the Term, Entheon shall pay the Consultant (or its affiliate, 11367005 Canada Inc., as directed by the Consultant), [redacted], due on the last day of each month with receipt of an invoice from the Consultant (or its affiliate, 11367005 Canada Inc.) for past monthly Services and expenses. Any delay in such payment beyond 30 days past the receipt of the applicable invoice, shall be subject to an additional payment of [redacted] (the "**Payment Penalty**") for each 30 days of delay, up to a maximum Payment Penalty of [redacted] per invoice.