STOCK PURCHASE AGREEMENT

THIS STOCK INTEREST PURCHASE AGREEMENT (the "**Agreement**") is made as of August 2, 2022 (the "**Effective Date**"),

AMONG:

Braxia Scientific Corp., a company incorporated under the laws of the Province of British Columbia, having an office at 700 Bay Street, Suite 1903, Toronto, Ontario, M5G 1Z6

(hereinafter called "**Braxia**" or the "**Purchaser**")

AND:

KetaMD, Inc., a company organized under the laws of the State of Florida and having a mailing address of

382 NE 191st Street, PMB 58288, Miami, Florida 33179

(hereinafter called "**KetaMD**" or the "**Company**")

AND:

All shareholders of the Company as set out in Exhibit A, attached hereto and incorporated herein by this reference

(hereinafter called the "**Sellers**")

WHEREAS:

(A) The Sellers are the registered and beneficial owners of all the issued and outstanding stock of the Company (the "**Shares**") as set out in Exhibit A; and

(B) The Purchaser wishes to purchase one hundred (100%) percent of the Shares (the "**Purchased Interest**") from the Sellers subject to the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties agree as follows:

PART 1
INTERPRETATION

Definitions

1.1 For the purpose of this Agreement, unless there is something in the subject matter or context inconsistent therewith or unless otherwise specifically provided, each of the words, phrases and expressions below will have the following meanings ascribed thereto:

(a) "**Anti-Corruption Laws**" means, collectively, with respect to any person, anti-corruption or anti-bribery laws of all jurisdictions applicable to such person, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such person is subject, including, but not limited to, the *Corruption of Foreign Public Officials Act* (Canada);

(b) "**Anti-Money Laundering Laws**" means, collectively, with respect to any person, anti-money laundering laws of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such person is subject, including, but not limited to, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada);

(c) "**Applicable Law(s)**" means in respect of any person all provisions of constitutions, statutes, rules, regulations, ordinances, by-laws, requirements, Orders, the terms and provisions of any Authorizations, case law, published policies and interpretations of authorities, including pursuant to applicable Health Care Laws, applicable to such person including without limitation all Orders and decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which such person is bound;

(d) "**Applicable Securities Laws**" means the securities laws of the Province of Ontario, the United States, any applicable state thereof, and of every other jurisdiction in which the transactions contemplated hereby take place, and the respective rules and regulations under such laws together with the published instruments, notes, statements and policies of the securities commission or applicable regulatory authority in each such jurisdiction, all as amended from time to time;

(e) "**Authorization**" means with respect to any person, any Order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority having jurisdiction over the person;

(f) "**Books and Records**" means the books and records of the Company;

(g) "**Braxia Capitalization and Share Consideration Table**" means the current share capitalization of Braxia with a break down of the Consideration Shares and the Earnout Shares as set forth in Exhibit B hereto;

(h) "**Braxia Note**" means the convertible unsecured note issued by Braxia to the KetaMD Noteholders in the form of Exhibit C hereto;

(i) "**Braxia Shares**" means the common shares of Braxia;

(j) "**Business**" means the Company's business of providing management services to various companies pursuant to written agreements which provide physician prescribed at-home ketamine treatments for patients with mental health disorders, via the Company's telemedicine platform, and including related promotional agreements and partnerships;

(k) "**Business Day**" means a day which is not a Saturday, Sunday or any other day which commercial banks located in Florida are authorized or required by Applicable Law to be closed for business;

(l) "**Canadian Dollars**" or "**CAD**" means lawful currency of Canada;

(m) "**Claim**" means any claim, demand, liability, obligation, debt, cause of action, suit, proceeding, judgment, award, assessment or re-assessment;

(n) "**Closing",** "**Closing Time**", "**Closing Date**" means 12:01 a.m. (Eastern Time) on the time or date as may be agreed upon in writing by the parties;

(o) "**Current Market Price**" means an amount equal to the volume weighted average trading price of the common shares on the CSE, or if the common shares are not listed on the CSE, on another recognized stock exchange, in either case for 20 consecutive trading days ending five trading days prior to the relevant date, provided that if the common shares are not listed on the CSE and are listed on more than one recognized stock exchange, the "**Current Market Price**" shall be calculated based on the recognized stock exchange on which the volume of transactions in the common shares was the highest during such 20 consecutive trading days, or if the common shares are not listed on any recognized stock exchange, then the "**Current Market Price**" shall be calculated based on the over-the-counter market on which the common shares are so traded, or if no such market exists, then the "**Current Market Price**" shall be the price determined by the board of directors of the Purchaser in good faith;

(p) "**Company and Sellers Fundamental Representations**" means the representations and warranties of the Company and Sellers set out in Sections 4.1(a) (Status and Capacity), 4.1(b) (Qualification of Company), 4.1(c) (Status and Capacity of Sellers), 4.1(d) (Authorization to Purchase), 4.1(e) (Enforceability), 4.1(f) (No Breach or Default by Sellers), 4.1(g) (Authorized and Issued Capital), 4.1(h) (Title), 4.1(i) (Entire Investment), 4.1(j) (No Breach or Default by Company), and 4.1(l) (Corporate Matters), below;

(q) "**Confidential Information**" means all material and information, in whatever form provided, identified by any party to this Agreement as confidential or proprietary in nature relating to such party's business, finances, operations, strategic planning, research and development activities, trade secrets, customers' personal identifying

information and health care information, as well as any material and information which, from the circumstances in which they are made available to the other party, in good faith ought to be treated as confidential or proprietary, but will not include any information that is disclosed or developed hereunder that the party who has received such information or who does not own such information can evidence (i) is publicly available at the time of disclosure or development, or becomes publicly available after disclosure or development, through no fault of the receiving party or, as to information developed hereunder, the party who does not own such information, (ii) was developed by agents or employees of the receiving or non-owning party independently of, and without knowledge of or reliance on, the disclosed or developed information, (iii) is obtained by the receiving or non-owning party outside of the performance of obligations or the enjoyment of its rights hereunder without any violation of the rights of the other party, (iv) was rightfully in the receiving or non-owning party's possession before the time of disclosure or development, if such information was not obtained in confidence, or (v) is required to be disclosed by a party to any Governmental Authority or court pursuant to any legal or regulatory process (provided a reasonable opportunity to obtain a protective order to limit such disclosure is extended to the party affected by such disclosure);

(r) "**Consideration Shares**" means 42,144,629 Braxia Shares to be issued to the Sellers in satisfaction of the Purchase Price, which amount represents 17.5% of the total Braxia Shares issued and outstanding immediately following the Closing (which for greater certainty includes the Consideration Shares). As applicable, the Consideration Shares will have a legend setting out any applicable trading restrictions;

(s) "**Consideration Shares Allocation Schedule**" means the allocation of Consideration Shares to each Seller and is set out in Exhibit D hereto**;**

(t) "**Domain Names**" means rights or licences to internet domain names and applications and registrations therefor;

(u) "**Earnout Shares**" means 21,915,207 Braxia Shares, which amount represents 11.1% of the Issued Braxia Shares, to be issued to the Sellers, if at all, in accordance with Section 2.4, below, and includes the Market Cap Earnout Shares and the Financial Performance Earnout Shares. As applicable, the Earnout Shares will have a legend setting out any applicable trading restrictions;

(v) "**Earnout Shares Allocation Schedule**" means the allocation of the Earnout Shares, if any, to the Sellers as set out in Exhibit F hereto;

(w) "**Employment Agreements**" has the meaning ascribed to it in Section 3.2(d), below;

(x) "**Encumbrance**" means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, option or encumbrance of any nature or kind whatsoever;

(y) "**Exchange**" means the Canadian Securities Exchange, or such other national securities exchange on which the common shares of the Purchaser may be listed or traded from time to time;

(z) "**Exemption**" has the meaning ascribed to it in Section 2.7(a), below;

(aa) "**Financial Performance Earnout Shares**" means 13,149,124 Braxia Shares to be issued to the Sellers, if at all, in accordance with Section 2.4, below, in the event the Company achieves certain financial performance milestones and which represent 60% of the Earnout Shares;

(bb) "**Financial Performance Milestones**" has the meaning ascribed to it in Section 2.10, below;

(cc) "**Financial Statements**" means the unaudited financial statements of the Company as at and for the financial years ended December 31 2021 and December 31, 2020, consisting of the profit and loss statement, balance sheet, and statement of cash flows and to the extent applicable, all notes thereto, copies of which financial statements are attached as Schedule 4.1(r)(i).

(dd) "**FMV**" has the meaning ascribed to it in Section 2.10, below;

(ee) "**General Solicitation or General Advertising**" means "general solicitation" or "general advertising", as used in Rule 502(c) of Regulation D under the U.S. Securities Act, including, advertisements, articles, notices or other communications published on the internet or in any newspaper, magazine or similar media or broadcast over radio or television, or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(ff) "**Governmental Authority**" means any federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency or regulatory body of any of the foregoing;

(gg) "**Health Care Law(s)**" means any Applicable Laws of any Governmental Authority pertaining to health regulatory matters applicable to the operations of the parties hereto, including, without limitation, (a) Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 301 *et. seq.*, its implementing regulations, as well as any U.S. Food and Drug Administration guidance and other applicable authorities, and any applicable state laws that deal with similar or related issues (collectively the "**FDA Laws**"); (b) 42 U.S.C. §§ 1320a-7, 7a and 7b, which are commonly referred to as the "**Federal Fraud Statutes**"; (c) 42 U.S.C. § 1395nn, which is commonly referred to as the "**Stark Statute**"; (d) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the "**Federal False Claims Act**"; (e) 42 U.S.C. §§ 1320d through 1320d-8 and 45 C.F.R. §§ 160, 162 and 164, which are commonly referred to as the "Health Insurance Portability and Accountability Act of 1996", "**HIPAA**" and Pub. L. No. 111-5, commonly referred to as the Health Information and Technology for Economic and Clinical Health Act, which is commonly referred to as the "**HITECH Act**"; (f) any conduct for which debarment is required or authorized

under 21 U.S.C. § 335a; (g) the Medicare Prescription Drug, Improvement and Modernization Act of 2003; (h) Medicare (Title XVIII of the Social Security Act); (i) Medicaid (Title XIX of the Social Security Act); (j) the Prescription Drug Marketing Act of 1987; (k) the Deficit Reduction Act of 2005; (l) the Controlled Substances Act; (m) the Food and Drug Administration Modernization Act of 1997; (n) the Medicare Improvements for Patients and Providers Act of 2008; (o) the Patient Protection and Affordable Care Act of 2010; (p) any health care confidentiality, licensing, corporate practice of medicine, fraud and abuse and any other applicable health care laws of the State of Florida, including but not limited to the Florida Patient Brokering Act, Florida fee-splitting laws, and Florida patient self-referral laws; (q) 42 U.S.C. 290dd-2 and 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records); and (r) the Ryan Haight Online Pharmacy Consumer Protection Act of 2008, 122 STAT. 4820 ("**Ryan Haight Act**");

(hh) "**Health Care Permit**" means any and all licenses, permits, authorization, approvals, franchises, registrations, accreditations, certificates of need, consents, supplier or provider numbers, qualifications, operating authority, and/or any other permit or permission, which are material to or legally required for the operation of the Business that are issued or enforced by a Governmental Authority with jurisdiction over any Health Care Law to which the Company is subject;

(ii) "**IFRS**" means the International Financial Accounting Standards as developed and issued by the International Accounting Standards Board in effect from time to time;

(jj) "**Income Tax Act**" means the Income Tax Act of Canada in effect on the Effective Date, and the regulations promulgated thereunder;

(kk) "**Indebtedness**" means, in respect of any person, at any time and from time to time, all indebtedness, liabilities, claims and obligations, absolute or contingent, direct or indirect, due or accruing due, matured or unmatured, liquidated or unliquidated, of such person;

(ll) "**Information Technologies**" means the computer equipment and associated peripheral devices and the related operating and application systems and other software owned, leased or licensed by the Company;

(mm) "**Intellectual Property**" means all trademarks, trade names, business names, domain names, patents, inventions, know-how, copyrights, service marks, brand names, industrial designs and all other industrial or intellectual property and all applications therefor and all goodwill connected therewith, and includes Domain Names, of the Company;

(nn) "**Issued Braxia Shares**" means the aggregate issued and outstanding Braxia Shares as at the date hereof, as shown on the Braxia Capitalization and Share Consideration Table, and for greater certainty excluding any Braxia Shares to be issued pursuant to the terms of this Agreement;

(oo) "**Issue Date**" means the issue date of the applicable Earnout Shares in accordance with Section 2.5;

(pp) "**KetaMD EBITDA**" means for any particular period the consolidated earnings of KetaMD and KMD before deductions for interest, taxes, depreciation and amortization;

(qq) "**KetaMD Forecast**" means the three-year consolidated forecast of KetaMD and KMD Gross Revenue and KetaMD and KMD EBITDA set out in Exhibit G hereto;

(rr) "**KetaMD Gross Revenue**" means the consolidated gross revenue of KetaMD and KMD;

(ss) "**KetaMD Intellectual Property**" has the meaning ascribed to it in Section 4.1(cc)(i), below;

(tt) "**KetaMD Noteholders**" means the holders of the KetaMD Notes, other than Braxia;

(uu) "**KetaMD Notes**" means the convertible unsecured notes issued by KetaMD;

(vv) "**KetaMD Stockholders Agreement**" means the stockholders agreement dated as of July 14, 2021, among the Company and each of the initial stockholders of the Company, as amended or modified;

(ww) "**KMD**" means KMD Medical Group, P.A., a company organized under the laws of the State of Delaware;

(xx) "**Market Cap Earnout Shares**" means 8,766,083 Braxia Shares to be issued to the Sellers, if at all, in accordance with Section 2.4, below, in the event Braxia achieves the Market Cap Milestones and which represent 40% of the Earnout Shares;

(yy) "**Market Cap Milestones**" has the meaning ascribed to it in Section 2.10, below;

(zz) "**Material Adverse Effect**" means with respect to Braxia or the Company (in this context referred to as the "**Affected Party**" and the other party is referred to as the "**Non-Affected Party**"), as the case may be, any change, effect, event, circumstance, condition, or occurrence that is, individually or in the aggregate, was, is or could reasonably be expected to become, materially adverse to: (i) its business; (ii) its properties, assets, financial condition, prospects, Indebtedness, liabilities, operations, operating results, opportunity to operate its business, employee relations, or customer or supplier relations; or (iii) the ability of the parties to consummate the transactions contemplated hereby on a timely basis; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Affected Party operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing

interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the Non-Affected Party; (vi) any changes in applicable Laws (including Health Care Laws) or accounting rules (including IFRS); (vii) the announcement of the transactions contemplated by this Agreement; (viii) any natural or man-made disaster or acts of God; (ix) any epidemics, pandemics, disease outbreaks, or other public health emergencies (which shall only apply to a material worsening of the COVID 19 pandemic); or (x) any failure by the Affected Party to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

(aaa) "**Minister**" has the meaning ascribed to it in Section 2.10, below;

(bbb) "**Offshore**" means any country that is not one of the fifty United States or one of the United States territories (American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands). Examples of countries that meet the definition of "offshore" include Mexico, Canada, India, Germany, and Japan. A company that is considered "offshore" can be either American-owned companies with certain portions of their operations performed outside of the United States or foreign-owned companies with their operations performed outside of the United States. Offshore companies provide services that are performed by workers located in offshore countries, regardless of whether the workers are employees of American or foreign companies;

(ccc) "**Order**" means an order, directive, decree, resolution, judgment, ruling, award, injunction, direction or request of any Governmental Authority or other decision-making authority of competent jurisdiction;

(ddd) "**Pearson**" means [redacted – *personal information*] a physician licenced to practice medicine in the State of Florida, New Jersey, New York, North Carolina, Ohio, and Tennessee;

(eee) "**Permitted Encumbrances**" means the following:

(i) the right reserved to or vested in any Governmental Authority by the terms of any lease, permit, consent, license, franchise or grant acquired by the Company or any statutory provision to terminate any such lease, permit, consent, license, franchise or grant or to require annual or other periodic payments as a condition of the continuance thereof;

(ii) any Encumbrance resulting from the deposit by the Company of cash or obligations as security when it is required to make such deposit by a Governmental Authority or any Encumbrance granted in the usual and ordinary course of Business provided that such Encumbrance is in respect of an amount that is less than $500;

(iii) public and statutory obligations which are not due or delinquent, and security given to a utility or to a Governmental Authority when required by such utility or Governmental Authority in connection with the assets or the Business;

(fff) "**party**" means Purchaser, each of the Sellers or the Company, as the case may be, and "parties" means, collectively, Purchaser, Sellers and Company;

(ggg) "**person**" means any individual, corporation, body corporate, firm, partnership, syndicate, joint venture, association, trust, unincorporated organization or Governmental Authority or any trustee, executor, administrator or other legal representative, whether or not a juridical person;

(hhh) "**Purchase Price**" has the meaning ascribed to it in Section 2.2, below;

(iii) "**Purchaser Fundamental Representations**" means the representations and warranties of Purchaser set forth in Sections 4.2(a), 4.2(b), 4.2(d), 4.2(e), and 4.2(f), below;

(jjj) "**Re-determined FMV**" has the meaning ascribed to it in Section 2.10, below;

(kkk) "**Sellers' Designated Representative**" shall mean Leann Taylor or such other representative of the Sellers designated from time to time by Warren Gumpel;

(lll) "**Sellers' Nominee**" means Leann Taylor, to be nominated to the board of directors of the Purchaser, or such other person as may be named by the Sellers' Designated Representative**;**

(mmm) "**Tax Authority**" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal, and any agency, commission, tribunal or department thereof of any kind whatsoever, to which Taxes must be paid or to which returns, filings and other information reporting with respect to Taxes must be made;

(nnn) "**Taxes**" means any and all domestic and foreign federal, state, provincial, municipal and local taxes, assessments and other governmental charges, duties, impositions and liabilities imposed by any Governmental Authority, including pension plan contributions, tax installment payments, unemployment insurance contributions and employment insurance contributions, worker's compensation and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, and occupation, and including goods and services, value added, ad valorem, sales, capital, transfer, franchise, non-resident withholding, customs, payroll, recapture, employment, excise and property duties and taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts;

(ooo) "**Tax Representations**" means the representations and warranties of the Company and Sellers set forth in Section 4.1(u), below;

(ppp) "**Tax Return**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and

reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Taxes together with all amendments and supplements thereto;

(qqq) "**Treasury Regulation**" means the regulations promulgated by the U.S. Treasury Department under the Code.

(rrr) "**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

(sss) "**U.S. Dollars**" or "**USD**" means lawful currency of the United States of America;

(ttt) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

(uuu) "**Voting Trust Agreement**" has the meaning ascribed to it in Section 6.2(c) below and is in the form set out in Exhibit H hereto;

1.2 For the purposes of this Agreement, except as otherwise expressly provided herein:

(a) "**this Agreement**" means this Agreement, including the Schedules and Exhibits hereto, as from time to time may be supplemented or amended;

(b) the words "**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular Part, clause, subclause or other subdivision, Schedule or Exhibit;

(c) the singular of any term includes the plural and vice versa and the use of any term is equally applicable to any gender and neuter;

(d) the word "**including**" is not limiting (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto) and the word "**or**" is not intended to imply an exclusive relationship between the matters being connected;

(e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with generally accepted accounting principles applicable in the United States of America for private enterprises, applied on a consistent basis with prior years;

(f) where the phrase "to the best of the knowledge of" or any phrase of similar import are used, it will refer to the best of the knowledge, information and belief of each person after reviewing all relevant records in their possession and making due inquiries (whether or not such a review is undertaken or such inquiries are made);

(g) a reference to a "**Part**" is to a Part of this Agreement, and the symbol "**§**" followed by a number or some combination of numbers and letters refers to the section, paragraph, subparagraph, clause or subclause of this Agreement so designated;

(h) except as otherwise noted, all references to money in this Agreement and in any financial statements are or will be to Canadian dollars;

(i) the headings to the Parts and clauses of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;

(j) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity;

(k) persons will be deemed not to deal at arm's length with each other if they do not, or are deemed not to, deal with each other at arm's length for the purposes of the Income Tax Act;

(l) the representations, warranties, covenants and agreements contained in this Agreement will not merge at the Closing and will continue in full force and effect from and after the Closing Date solely for the applicable period(s) set out in this Agreement; and

(m) the parties hereto agree that upon the Closing, this Agreement and the transactions contemplated herein will be deemed to have effect from such date unless otherwise stated herein.

1.3 Accounting Terms

In this Agreement, unless specified otherwise, each accounting term has the meaning assigned to it under IFRS.

Schedules and Exhibits

1.4 The following are the Schedules and related Exhibits attached to and incorporated in this Agreement by this reference and deemed to form a part hereof:

Exhibits

Exhibit A	–	Shareholders of KetaMD (Sellers) and Noteholders of KetaMD
Exhibit B	–	Braxia Capitalization and Share Consideration Table
Exhibit C	–	Braxia Note
Exhibit D	–	Consideration Shares Allocation Schedule
Exhibit E	–	Governance Structure
Exhibit F	–	Earnout Shares Allocation Schedule
Exhibit G	–	KetaMD Forecast
Exhibit H	–	Voting Trust Agreement
Exhibit I	–	Company Transaction Expenses

Schedules

Schedule 3.2(c)	Material Adverse Effect
Schedule 3.2(d)	Employment Agreements
Schedule 3.2(g)	Accounts Payable
Schedule 3.2(i)	Required Approvals
Schedule 4.1(k)	Absence of Approvals Required
Schedule 4.1(l)(ii)	Other Interests
Schedule 4.1(n)	Absence of Changes
Schedule 4.1(q)	Indebtedness to or of the Company
Schedule 4.1(r)(i)	Financial Statements
Schedule 4.1(s)(iv)	Absence of Contracts/Commitments
Schedule 4.1(t)	Bank Accounts
Schedule 4.1(v)	Health Care Matters
Schedule 4.1(w)(i)	Company Accreditation Surveys
Schedule 4.1(w)(iv)	Billing Matters
Schedule 4.1(cc)(i)	Intellectual Property
Schedule 4.1(dd)(ii)	Information Technologies

PART 2
PURCHASE AND SALE

Purchase and Sale of Purchase Interest

2.1 The Sellers shall sell the Purchased Interest to the Purchaser, and the Purchaser shall purchase all of the Purchased Interest from the Sellers, at Closing, free and clear of all Encumbrances, for the Purchase Price on the terms and conditions set out in this Agreement.

Purchase Price

2.2 The purchase price ("**Purchase Price**") for the Purchased Interest shall be satisfied by the issuance to Sellers of (a) the Consideration Shares as provided in Section 2.3 and (b) the rights to be issued the Earnout Shares as provided in Section 2.4, in each case, *pro rata based* on their share ownership of KetaMD, and free and clear of any Encumbrances. (other than Permitted Encumbrances). The Consideration Shares shall be issued at a price per share equal to the greater of (a) $0.05 and (b) the closing market price of the Braxia Shares on the CSE on the trading day prior to the Closing Date.

The allocation of the Consideration Shares to each Seller is set out in the Consideration Share Allocation Schedule.

2.3 The Consideration Shares shall be issued at Closing and, if applicable, released to Sellers as follows:

(a) Twenty-six percent (26%) of the Consideration Shares shall be issued to Sellers on the Closing Date (and, for the avoidance of doubt, shall not be subject to any restriction on transfer described in this Section 2.3);

(b) Seven percent (7%) of the Consideration Shares shall be issued to Sellers on the Closing Date and simultaneously subject to the restriction on transfer described below and released to Sellers six (6) months after the Closing Date;

(c) Thirty-three percent (33%) of the Consideration Shares shall be issued to Sellers on the Closing Date and simultaneously subject to the restriction on transfer described below and released to Sellers twelve (12) months after the Closing Date; and

(d) Thirty-four percent (34%) of the Consideration Shares shall be issued to Sellers on the Closing Date and simultaneously subject to the restriction on transfer described below and released to Sellers eighteen (18) months after the Closing Date.

Until the release dates as outlined above, the Consideration Shares shall be subject to a restriction on transfer and held by Braxia's transfer agent with a restrictive legend recorded thereon. As of the Closing Date, all Consideration Shares will appear as issued and outstanding on the balance sheet of Purchaser, will be recorded in the name of the applicable Sellers, and will be legally outstanding under applicable law. Any dividends declared on any Consideration Shares held in escrow will be distributed currently to the applicable Seller. All voting rights of the Consideration Shares held in escrow will be exercisable by or on behalf of the applicable Seller or such Seller's authorized agent.

Notwithstanding the above, any Seller holding 3.2% or less of the outstanding Shares, as set out on the Consideration Share Allocation Schedule, shall be entitled to receive their respective portion of the Consideration Shares on Closing without trading restriction.

Earnout Payment

2.4 The Sellers will be issued Earnout Shares in the event that (A) the market capitalization of Braxia reaches certain milestones (the "**Market Cap Milestones**") and/or (B) KetaMD achieves certain financial performance milestones (the "**Financial Performance Milestones**") as set out below.

(a) Market Cap Earnout Shares

The Market Cap Earnout Shares shall be issued to the Sellers from time to time during the period ending on the fifth anniversary of the Closing on the achievement by Braxia of the following Market Cap Milestones:

Percentage of Market Cap Earnout Shares Issued to Sellers	Market Capitalization of Braxia (USD)
25%	$35 million
50%	$70 million
75%	$175 million
100%	$350 million

A Market Cap Milestone will be deemed exceeded if the market capitalization of Braxia exceeds the relevant milestone level for twenty (20) consecutive trading days, using the daily closing price of the Braxia Shares on the primary exchange upon which the Braxia Shares are traded and the average number of Braxia Shares issued and outstanding, in each case calculated over the measurement period. If the market capitalization is determined in Canadian dollars, the calculation shall be converted into US dollars based on the average CAD USD FX rate over the measurement period which in turn is determined using the daily average exchange rates published by the Bank of Canada.

The allocation of any Market Cap Earnout Shares to the Sellers is set out in Earnout Shares Allocation Schedule.

(b) Financial Performance Milestone Shares

The Financial Performance Earnout Shares shall be issued to the Sellers on the achievement by KetaMD of the following Financial Performance Milestones:

Percentage of Financial Performance Earnout Shares Issued to Sellers	KetaMD exceeds the forecast KetaMD Gross Revenue and KetaMD EBITDA for the stated period[1]
25%	First full Fiscal Year of Braxia post Closing
25%	Second full Fiscal Year of Braxia post Closing
50%	Third full Fiscal Year of Braxia post Closing

If KetaMD Gross Revenue and KetaMD EBITDA achieve seventy-five percent (75%) or more of the KetaMD Forecast, then Sellers shall be entitled to a *pro rata* portion of the Financial Performance Earnout Shares. For example, if the Company achieves 85% of the KetaMD Gross Revenue and KetaMD EBITDA, then the Sellers shall earn 85% of the Financial Performance Earnout Shares for the relevant fiscal year.

[1] As shown in the KetaMD Forecast

A determination of whether a Financial Performance Milestone has been exceeded or a pro-rata portion achieved will be made on the filing date of Braxia's annual audited financial statements for the relevant fiscal year.

2.5 The Earnout Shares are to be issued pursuant to the above terms within one (1) month after a Market Cap Milestone is deemed exceeded and one (1) month after the filing of Braxia's annual audited financial statements for the fiscal year in which the Financial Performance Milestone has been exceeded; provided, that, the Earnout shares shall be deemed earned as of the expiration of the applicable fiscal year that the Financial Performance Milestone was exceeded. Braxia agrees to provide the Sellers with all financial information, documentation and other materials reasonably requested to permit the Sellers and their advisors, consultants and accountants to verify whether Earnout Shares were properly calculated and properly issuable under Section 2.4, above. Should there be a dispute amongst the parties as to the proper calculation of the Earnout Shares, the parties agree to mediate the matter and agree the mediator's decision shall be binding and final. The parties shall mutually agree upon a mediator. If the parties are unable to agree upon a mediator, each party shall select one mediator and such mediators shall mutually agree upon the final mediator who shall mediate the issue.

The Earnout Shares shall be issued at a price per share equal to the greater of (a) $0.05, (b) the closing market price of the Braxia Shares on the CSE on the trading day prior to the Closing Date and (c) the closing market price of the Braxia Shares on the CSE on the trading day prior to the Issue Date.

The allocation of any Financial Performance Earnout Shares to each member of the Sellers is set out in the Earnout Shares Allocation Schedule.

2.6 Subject to any required regulatory approvals, any Earnout Shares shall be subject to a restriction on transfer and held by Braxia's transfer agent with a restrictive legend recorded thereon, and to be released from such restriction as follows:

(a) Twenty-six percent (26%) of the Earnout Shares shall be released to Sellers on the Issue Date;

(b) Seven percent (7%) of the Earnout Shares shall be issued to the Sellers on the Issue Date and released six (6) months after the Issue Date, but not later than five years after the Closing Date.;

(c) Thirty-three percent (33%) of the Earnout Shares shall be issued to the Sellers on the Issue Date and released to the Sellers twelve (12) months after the Issue Date, but not later than five years after the Closing Date; and

(d) Thirty-four percent (34%) of the Earnout Shares shall be issued to the Sellers on the Issue Date and released to the Sellers eighteen (18) months after the Issue Date, but not later than five years after the Closing Date.

The maximum five-year period for issuance of any Earnout Shares shall be extended for any period necessary to resolve any bona fide dispute as to whom the Earnout Shares should be released.

Acknowledgements

2.7 Each Seller hereby acknowledges and agrees with the Purchaser as follows:

(a) the sale of the Purchased Interest and the issuance of the Consideration Shares and Earnout Shares (if applicable) will be exempt from the prospectus and registration requirements of Applicable Securities Laws by virtue of applicable exemptions under Applicable Securities Laws ("**Exemptions**"), subject to any applicable escrow or hold period requirements;

(b) as a consequence of acquiring the Consideration Shares and Earnout Shares (if applicable) pursuant to the Exemptions:

(i) the Sellers are restricted from using certain civil remedies available under Applicable Law;

(ii) the Sellers may not receive information that might otherwise be required to be provided to the Sellers, and Purchaser is relieved from certain obligations that would otherwise apply if the Exemptions were not being relied upon by Purchaser;

(iii) there is no government or other insurance covering the Consideration Shares and Earnout Shares;

(iv) there are risks associated with the acquisition of the Consideration Shares and Earnout Shares; and

(v) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Shares and Earnout Shares;

(c) the Consideration Shares and Earnout Shares issuable hereunder will not be registered under the U.S. Securities Act, in reliance on one or more exemptions or exclusions from registration under the U.S. Securities Act, including pursuant to Section 4(a)(2) of the U.S. Securities Act (if the Seller is in the United States) or Rule 903 of Regulation S under the U.S. Securities Act (if the Seller is outside the United States), and that the Purchaser's reliance on such exemptions is predicated on such Seller's representations set forth herein;

(d) the Consideration Shares and the Earnout Shares (if applicable) have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and that the Consideration Shares and the Earnout Shares (if applicable) may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act and applicable state securities laws or compliance with the requirements of an exemption from such registration; the Purchaser has no obligation or intention to file a registration statement with the United States Securities and Exchange Commission in respect of the resale of the Consideration Shares and the Earnout Shares;

(e) the Consideration Shares and the Earnout Shares (if applicable) issued to Sellers in the United States will be "restricted securities", as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and the certificates representing such securities will bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY U.S. STATE SECURITIES LAWS. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, AND, IN THE CASE OF (C) AND (D) ABOVE, AFTER THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY TO SUCH EFFECT";

provided that, if such securities are being sold in accordance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, as referred to in clause (B) above, and in compliance with local laws and regulations, the legend set forth above may be removed by providing a declaration to the Purchaser and the transfer agent for the Braxia Shares, in the form as may be prescribed by the Purchaser, together with any other evidence required by the transfer agent, which may include an opinion of counsel of recognized standing reasonably satisfactory to the Purchaser and the transfer agent to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act; and

provided further that, if any such securities are being sold pursuant to Rule 144 under the U.S. Securities Act, the legend may be removed by delivery to the Purchaser and the transfer agent for the Braxia Shares of an opinion of counsel of recognized standing reasonably satisfactory to the Purchaser and the transfer agent to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws; and

(f) the Seller consents to the Purchaser making a notation on its records or giving instructions to the transfer agent for the Braxia Shares in order to implement the restrictions on transfer set forth and described herein.

Tax Election

2.8 The parties hereto agree that to the best of their knowledge the consideration set forth in the joint election referred to in Section 2.9 will represent the fair market value of the Purchased Interest at the date of disposition.

2.9 The parties hereto further agree to make a joint election pursuant to subsection 85(1) of the Income Tax Act and that the amount the Sellers and Purchaser will agree upon in the election in respect of the Purchased Interest is an amount which is not less than the respective Seller's Cost Amount (as defined in subsection 248(1) of the Income Tax Act) of each Seller and not more than the fair market value of the Purchased Interest, and shall be deemed to be the Sellers' proceeds of disposition and the Purchaser's cost of the Purchased Interest.

The parties agree to complete and file within the time limit specified in Section 85(6) of the Income Tax Act, the election under subsection 85(1) of the Income Tax Act in respect of the Purchased Interest disposed of pursuant to the terms of this Agreement.

2.10 If the Minister of National Revenue ("**Minister**"), an authorized representative of the Minister, or any similar authority or court of competent jurisdiction at any time considers or proposes to issue or issues any assessment, reassessment or order that would impose or imposes any liability of any nature or kind pursuant to a taxation or other statute on the registered holders of the Consideration Shares or Earnout Shares, or any other person, on the basis that the fair market value of the Purchased Interest ("**FMV**") received by the Purchaser for the issuance of the Consideration Shares or Earnout Shares is greater or lesser than the value used at the time the Consideration Shares or Earnout Shares were issued, then the FMV will be re-determined ("**Re-determined FMV**") in the following manner:

(a) by agreement between the parties and failing agreement, at the instance of any party, by reference to arbitration at any time; or

(b) by appeal of such authority's determination, assessment, proposed assessment, assumption, allegation or finding to a competent tribunal or court and after all appeals which the parties or the Minister pursue, and the time within which any further appeal may be filed has expired.

Thereafter, the FMV of the Consideration Shares or Earnout Shares shall be adjusted to the Re-determined FMV retroactively and *nunc pro tunc* as of the date of the allotment of the Consideration Shares or Earnout Shares, as applicable.

U.S. Federal Income Tax Treatment

2.11 The parties intend that, for U.S. federal income tax purposes, (a) the Purchase Price shall be treated as consideration exclusively for the Purchased Interest, (b) the Earnout Shares be treated as additional consideration for the Purchased Interest (c) this Agreement shall constitute a "plan of reorganization" as contemplated by Section 368(a) of the Code, (d) Sellers' surrender of the Purchased Interest in exchange for the Purchase Price as contemplated by this Agreement shall be treated as a reorganization under Section 368(a)(1)(B) of the Code, and the Company and Purchaser shall each be a "party to the reorganization" within the meaning of Section 368(b) of

the Code. Neither party shall take any position inconsistent with this Section 2.11 without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

PART 3
CONDITIONS

Mutual Conditions

3.1 The obligations of the parties to complete the transactions contemplated by this Agreement are subject to fulfillment, on or before the Closing Date, of the following mutual conditions:

(a) receipt by the parties of all necessary third-party consents and approvals, including from applicable Governmental Authorities; and

(b) no law will have been proposed, enacted, promulgated, or applied and no legal action or proceeding will have been commenced by any person which, if the transactions contemplated by this Agreement were completed would prohibit the completion of the sale of the Purchased Interest to the Purchaser.

Additional Conditions Precedent to the Obligations of the Purchaser

3.2 The obligations of the Purchaser to complete the transactions contemplated by this Agreement will also be subject to the fulfillment of each of the following conditions precedent (each of which is for the exclusive benefit of the Purchaser and may be waived only by the Purchaser):

(a) all covenants of the Company and the Sellers under this Agreement to be performed on or before the Closing Time will have been duly performed by the Company or the Sellers in all material respects;

(b) the representations and warranties of the Sellers set forth in this Agreement will be true and correct in all respects as of the date hereof and as of the Closing Time, as though made on and as of the Closing Time, except for representations and warranties made as of a specified date, the accuracy of which will be determined as of that specified date;

(c) except as set forth on Schedule 3.2(c), since the organization of the Company, there will not have been or occurred a change, event or occurrence that has had, or could reasonably be expected to have, a Material Adverse Effect on the Company;

(d) Company shall have caused Warren Gumpel and Leann Taylor to enter into written employment agreements with Company, which contain non-competition, non-solicitation and other customary terms and conditions, in substantially in that form attached hereto as Schedule 3.2(d) and incorporated herein by this reference ("**Employment Agreements**");

(e) The KetaMD Stockholders Agreement shall be terminated and all rights thereunder extinguished and the Purchaser shall have received evidence thereof in form and substance satisfactory to the Purchaser, in its sole discretion;

(f) Purchaser shall have been satisfied, in its sole discretion, with the results of any due diligence inquiries of Purchaser, or made on its behalf, to or concerning Company, the Business, the Sellers, or otherwise directly related to the transaction contemplated hereby;

(g) Purchaser shall not be obligated to assume any Indebtedness of the Company, Sellers, or any third party, other than the KetaMD Noteholders pursuant to Section 3.2(j) and outstanding accounts payable disclosed in Schedule 3.2(g);

(h) there shall not have occurred any Material Adverse Effect with respect to the Company;

(i) the Company shall have obtained all necessary approvals for the change of control, change of ownership and/or change in information of all applicable licenses, permits, Health Care Permits, registrations and applications currently owned by Company, which are set forth on Schedule 3.2(i), that require approval, including any Governmental Authority, prior to the Closing Date; and

(j) the Company shall obtain the requisite approval of the KetaMD Noteholders to exchange the KetaMD Notes for Braxia Notes and shall have provided evidence of same that is satisfactory to the Purchaser.

Additional Conditions Precedent to the Obligations of the Sellers

3.3 The obligations of the Sellers to complete the transactions contemplated by this Agreement will also be subject to the following conditions precedent (each of which is for the exclusive benefit of the Sellers and may be waived only by the Sellers):

(a) the Governance Structure, attached hereto as Exhibit E, shall be agreed upon by the Company and Purchaser;

(b) all covenants of the Purchaser under this Agreement to be performed on or before the Closing Time will have been duly performed by the Purchaser in all material respects;

(c) there shall not have occurred any Material Adverse Effect with respect to the Purchaser from the date hereof until the Closing Time; and

(d) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all respects as of the date hereof and as of the Closing Time, as though made on and as of the Closing Time, except for representations and warranties made as of a specified date, the accuracy of which will be determined as of that specified date.

PART 4
REPRESENTATIONS AND WARRANTIES

Representations and Warranties of the Sellers and the Company

4.1 To induce the Purchaser to enter into and to consummate the transactions contemplated by this Agreement, the Sellers and the Company jointly and severally represent and warrant to the Purchaser that:

(a) *Status and Capacity* — the Company has been duly organized, is a subsisting company in good standing under the laws of its jurisdiction of formation, and has the corporate power and capacity to own or lease its property;

(b) *Qualification of the Company* — the Company is registered, licensed or otherwise qualified to carry on business and to own and operate its assets under the laws of the State of Florida, being the only jurisdiction in which the nature of the business or the character, ownership or operation of the Company's assets makes such registration, licensing or qualification necessary under Applicable Law, including pursuant to all Health Care Laws;

(c) *Status and Capacity of Sellers* — each Seller has due and sufficient right, power and absolute authority to enter into this Agreement on the terms and conditions herein set out, and to carry out the transactions contemplated hereby, and to transfer the legal and beneficial title to and ownership of the Purchased Interest owned by such Seller to Purchaser;

(d) *Authorization of Purchase* — the execution and delivery of this Agreement and the consummation of the Purchase have been duly and validly completed on the part of the Sellers;

(e) *Enforceability* — this Agreement has been duly and validly executed and delivered by the Sellers and is a valid and legally binding obligation of the Sellers enforceable against the Sellers in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other laws affecting creditors' rights generally and to general principles of equity;

(f) *No Breach or Default* — the execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by each Seller, and the completion of the transactions contemplated hereby, will not constitute or result in a violation or breach of or default under, or cause the acceleration of any obligations of such Seller under any term or provision of any agreement that has had, or could reasonably be expected to have, a Material Adverse Effect on the Company or the business of the Company;

(g) *Authorized and Issued Capital* — Exhibit A sets out the authorized and issued shares of the Company and KetaMD Notes, the names of the persons who are shown on the securities register of the Company as the holder of any of the Shares or KetaMD Notes, the names of the persons who are the beneficial owners of any of the Shares or

KetaMD Notes, and the number and class of shares held or owned or the principal balance and maturity of the KetaMD Notes held, as the case may be, by each person. All of the shares indicated in Exhibit A are the only issued and outstanding shares of the Company and have been validly issued and are outstanding as fully paid and non-assessable shares, and were not issued in violation of the pre-emptive rights of any person or any contract or Applicable Law by which the Company was bound as the time of the issuance. All of the KetaMD Notes indicated in Exhibit A are the only issued and outstanding convertible securities of the Company and have been validly issued and are outstanding and were not issued in violation of the pre-emptive rights of any person or any contract or Applicable Law by which the Company was bound as the time of the issuance. There are no shareholder agreements, voting trusts, pooling agreements or other contracts, arrangements or understandings in respect of the voting of any of the Shares, except as set forth in the KetaMD Stockholders Agreement. True, accurate and complete copies of the constating documents and other organizational documents of the Company have been provided to the Purchaser. The Shares are not evidenced by any form of stock certificate or evidence of ownership, other than in the Books and Records.

(h) *Title* — the legal and beneficial ownership of the Shares is set out in Exhibit A and each Seller has good and marketable title, free and clear of any liens, charges, claims, options, setoffs, or Encumbrances, limitations or restrictions of any nature whatsoever in and to the Shares indicated in Exhibit A;

(i) *Entire Investment* — the Purchased Interest constitutes the entire direct or indirect investment in the equity of the Sellers in the Company;

(j) *No Breach or Default* —neither the execution or delivery of this Agreement or the other agreements and instruments contemplated hereby, nor the completion of the transactions contemplated hereby by the Company, will:

(i) constitute or result in the breach of, default under, or conflict with, or otherwise violate or result in the violation of, any term, provision or condition of, or cause any, or give to any person or Governmental Authority after the giving of a notice or lapse of time or otherwise any right to accelerate, terminate or cancel any of the following, to the extent that the same could reasonably be expected to have a Material Adverse Effect on the Company or the business of the Company:

(A) any constating document of the Company or any resolution of the shareholders or directors of the Company;

(B) any material agreement; and

(C) any law, judgment, decree, order, injunction, rule, statute or regulation of any court, arbitrator or Governmental Authority by which the Company is bound or to which the Company is subject; or

(ii) result in the creation of any Encumbrance on any of the assets of the Company that could reasonably be expected to have a Material Adverse Effect on the Company;

(k) *Absence of Approvals Required*— except as set forth on Schedule 4.1(k), to the best of the knowledge of the Sellers and the Company,

(i) no permit or Health Care Permit of any Governmental Authority, court or arbitrator, and no registration, declaration or filing by the Company with any Governmental Authority, court or arbitrator; and

(ii) no requirement to obtain any consent, approval or waiver of a party under any contract, license, lease or instrument, is required to permit the transactions contemplated by this Agreement and render this Agreement legal, valid, binding and enforceable;

(l) *Corporate Matters* —

(i) *Corporate Records* — the Company has kept the records required to be kept by the laws of the jurisdiction of its organization, and these records are complete, accurate and up-to-date and contain all minutes of all meetings of its shareholders and directors and all resolutions of, and other actions and proceedings taken by, the shareholders and directors since the Company's organization; and

(ii) *Absence of Other Interests* — other than as set forth on Schedule 4.1(l)(ii), the Company neither owns any shares in or other securities of, nor has any interest in the assets or business of, any person, and neither owns nor leases any real property;

(m) *Absence of Options* — no person has any agreement or option, present or future, contingent or absolute, or capable of becoming an agreement or option (including for the avoidance of doubt, any security issued pursuant to the Amended and Restated Advisory Board Restricted Equity Plan of the Company dated August 25, 2021 or the Second Amended and Restated KetaMD, Inc. 2021 Equity Incentive Plan of the Company dated March 4, 2021), except for the KetaMD Notes issued by the Company to one or more noteholders having an aggregate principal balance of $2,162,333.00 as of the Effective Date, all of some of which will be cancelled and/or terminated on or about the Closing:

(i) to require the Company to issue any further or other stock or any other security convertible or exchangeable into stock or to convert or exchange any securities into stock;

(ii) for the issue or allotment of any of the authorized but unissued stock in the Company;

(iii) to require the Company to purchase, redeem, or otherwise acquire any of its issued and outstanding stock; or

(iv) to purchase or otherwise acquire any stock of the Company;

(n) *Absence of Changes* — since December 31, 2021, and except and as set forth on Schedule 4.1(n),

(i) there has been no change in any asset or in the organization, operations, affairs, business, properties, prospects or financial condition or position of the Company, other than changes in the usual and ordinary course of the operation of the business;

(ii) there has been no act of God, damage, destruction, loss, fire, explosion, accident, casualty, labour disruption or trouble, or other event (whether or not covered by insurance) having a material adverse effect on any of the assets or the organization, affairs, prospects or financial condition or position of the Company;

(iii) the Company has not agreed to pay any salary, fringe benefits or other compensation of, or paid or agreed to pay any pension, bonus, share or profits or other benefit, compensation or payment to, or for the benefit of, any shareholder, manager, officer, employee or agent of the Company;

(iv) the Company has not made any material gift of money or other property;

(v) the Company has not declared or paid or committed itself to pay any dividend or purchased or redeemed or otherwise acquired or agreed to purchase or redeem or otherwise acquire any share of its capital or paid or agreed to pay any amount (whether for interest, principal or otherwise) on any amount owing to (or when originally incurred by the Company was owing to) any of its Sellers or former stockholders of the Company, if any;

(vi) the Company has not engaged or entered in any transaction or made any disbursement or assumed or incurred any liability or obligation or made any commitment to make any expenditure out of the ordinary course of business or inconsistent with past practice; and

(vii) the Company has not permitted or created any Encumbrance on any of its assets;

(o) *Books and Records* —

(i) *Ownership and Possession* — all of the Books and Records which are recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means, including any electronic, mechanical or photographic process, whether computerized or not, are under the exclusive ownership and direct control of the Company (including all means of access thereto and therefrom) and/or its authorized agents, and the Company has, or has access to, original or true copies of all such Books or Records in its possession;

(ii) *Stockholders Agreement* – through execution of this Agreement the Sellers and Company hereby consent to the termination of the Stockholders Agreement of

KetaMD, Inc. dated as of July 14, 2021 and any and all amendments thereto, which shall be deemed terminated on the Closing Date.

(p) *Lease and Property* —

(i) The Company has no leased property or any other interest in any real estate;

(q) *Indebtedness to or of the Company* —no affiliate, subsidiary, officer, manager, member, stockholder, shareholder, or employee of the Company, and no other person who does not deal at arm's length with the Company, or any affiliate, subsidiary, officer, manager, member, stockholder, shareholder or employee of the Company, is indebted to or a creditor of the Company except as set forth on Schedule 4.1(q), and there is no contract or understanding, whether or not legally enforceable, by which the Company is or may become obligated to borrow, lend or advance funds from or to any such person;

(r) *Financial Statements* —

(i) Schedule 4.1(r)(i) contains a true and correct copy of the Financial Statements.

(ii) The Financial Statements are based upon and are consistent with all Books and Records and were prepared in accordance with IFRS or U.S. GAAP.

(iii) The Financial Statements present fairly, in all material respects, the financial position and condition of the Company, as at the dates thereof and results of their operations and the changes in cash flows for the periods then ended.

(s) *Liabilities* —

(i) *Absence of Undisclosed Liabilities* — the Company does not have any Indebtedness except as set forth on Schedule 3.2(g) and Exhibit I;

(ii) *Indemnification* — there is no action, proceeding or other event pending against any affiliate, subsidiary, contractor, vendor, officer, shareholder or manager of the Company which would give rise to any indemnification obligation of the Company to its affiliates, subsidiaries, contractors, vendors, officers, shareholders, or managers under Applicable Law or pursuant to its constating documents or any agreement between the Company and any of such affiliates, subsidiaries, contractors, vendors, officers, shareholders, or managers;

(iii) *Absence of Guarantees* — the Company has not provided, and is not under any obligation or arrangement to provide any guarantee, indemnity or other contingent or indirect obligation with respect to any obligation of any other person, including any obligation to service or otherwise acquire any obligation of another person or to supply funds to, or otherwise maintain any working capital or other balance sheet condition of another person;

(iv) *Absence of Contracts/Commitments* — the Company does not have any contract, commitment or arrangement with any of its managers, officers or employees whatsoever and it does not have any contract, commitment or arrangement with its Sellers or with any person who is an affiliate of any of its Sellers or not dealing at arm's length with its Sellers and neither its Sellers nor any such person has any claim of any nature against it nor, owns any property or assets which are used by it or are necessary for the conduct of its business, except as set forth on Schedule 4.1(s)(iv);

(v) *Litigation* —no action, suit, judgment, investigation, inquiry, assessment, reassessment, litigation, determination or administrative or other proceeding or arbitration before or of any court, arbitrator or Governmental Authority, or dispute with any Governmental Authority, is in process, or pending or, to the best of the knowledge of the Sellers, threatened, against or relating to the Company and to the knowledge of the Sellers, no state of facts exists which could constitute the basis therefor;

(t) *Bank Accounts/Safety Deposit Boxes* — set forth on Schedule 4.1(t) is a true and complete list of every bank account and safety deposit box, and the identity of those individuals who have signing authority in respect thereof, of the Company;

(u) *Taxes* — in respect of Taxes, the Company:

(i) has filed with all applicable Tax Authorities all Tax Returns required to be filed by it, and all such Tax Returns are true, complete and accurate in all material respects,

(ii) has paid to all applicable Tax Authorities all Taxes and all installments of Taxes required to be paid by it

(iii) is not subject to or a party to any audit, assessment, reassessment, determination of loss, reclassification of assets, objection, or appeal with respect to any Taxes or any matter required to be disclosed in any Tax Return, and to the best of the knowledge of the Sellers, no Tax Authority has threatened to initiate or is considering initiating any such action with respect to Taxes or Tax Returns;

(iv) has withheld and remitted to all applicable Tax Authorities all amounts that the Company is required to withhold and remit with respect to its own Taxes or any other person's Taxes;

(v) has registered with every Tax Authority with which it is required to be registered in respect of Taxes for the Business as currently conducted by the Company;

(v) *Health Care Matters* — Except as set forth in Schedule 4.1(v):

(i) neither the Company nor KMD nor any of their respective subsidiaries, affiliates, directors, members, stockholders, employees, agents, officers or

managers, including Pearson (collectively, the "**Company Parties**"), have, to their actual knowledge, engaged in any activities which are prohibited under any Health Care Laws and which have had or which the Company believes will have, individually or in the aggregate, a Material Adverse Change on the Company. Neither the Company nor the Sellers have received written notice of, and there are no pending or, to the actual knowledge of either the Company or the Sellers, threatened Claims in writing relating to non-compliance by, or any liability of, the Company or the Company Parties under any Health Care Laws;

(ii) to the actual knowledge of the Company, the Company and the Company Parties, as applicable, have and maintain in full force and effect all Health Care Permits that are material to the present operation of the Business. No suspension, cancellation, modification, revocation, or non-renewal of any Health Care Permit is pending or, to the actual knowledge of the Company or the Sellers, threatened in writing, and to the actual knowledge of the Company and the Sellers, no event has occurred and no circumstance exists which the Company believes will result in the revocation, cancellation, non-renewal, or adverse modification of such Health Care Permit held by the Company and the Company Parties;

(iii) within the past three (3) years of the Effective Date, neither the Company nor the Company Parties have received any written notice of any current, pending or outstanding Medicare, Medicaid or other Governmental Authority reimbursement audits or demands relating to the Company or, as applicable, the other Company Parties or any of their respective current or former officers, directors or employees or independent contractors, or the Business, that resulted in, or is reasonably expected to result in, any repayment, recoupment or offset in excess of $100,000 or would reasonably indicate a systemic non-compliance with applicable billing requirements;

(iv) neither the Company nor the Company Parties nor the Business: (a) is a party to or subject to any corporate integrity agreement, deferred prosecution agreement, consent decree or similar memorandum of understanding or agreement with any Governmental Authority; (b) is subject to any order, judgment, injunction, award, decree or writ handed down, adopted or imposed by any Governmental Authority that is or would reasonably be expected to be, individually or together with any other order, judgment, injunction, award, decree or writ, material to the operation of the Business; or (c) has adopted any board resolutions at the request of any Governmental Authority, in each case that restricts the conducts of the Business or that impacts the management or operation of the Business in any material adverse manner, in each case, pursuant to Health Care Laws;

(v) neither the Company nor the Company Parties (as applicable) nor the Business, have engaged in any activities which are reasonably likely to cause civil monetary penalties or mandatory or permissive exclusion from or other termination of any program, to the extent any would result, individually or in the aggregate, in a Material Adverse Change on the Company. All material reports, documents, claims, applications, and notices required to be filed, maintained or furnished to

any Governmental Authority or Program, have been so filed, maintained or furnished and all such reports, documents, claims, applications and notices were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent filing);

(vi) each of the Company, the Company Parties, and the Business have paid, caused to be paid, or notified the applicable parties of all actually known and undisputed material refunds, overpayments, discounts or adjustments which have become due pursuant to such claim submissions;

(vii) all personnel, including the Company Parties, providing services to patients on behalf of the Company or the Company Parties, are duly licensed and qualified to provide such services and are not otherwise excluded or debarred from participation in any part of the business of the Company or KMD;

(viii) neither Company nor the Company Parties holds Offshore any Protected Health Information (as such term is defined under HIPAA); and

(ix) in addition to, and without limiting Section 4.1(v)(i), above, neither the Company nor the Company Parties, nor any of their respective individual directors, members, stockholders, employees, agents, officers or managers, as applicable, have engaged in any activities which are prohibited under any of the FDA Laws or any state or federal consumer protection laws, including, without limitation, the improper promotion and/or marketing of any drugs.

(w) *Medicare; Medicaid; Private Pay; Legal and Billing Compliance —*

(i) Schedule 4.1(w)(i) sets forth as of the date hereof a list of dates of all material accreditation surveys, audits and investigations of the Company and the Business or, to the best of the knowledge of the Company and Sellers, any of their respective current or former employees, officers and directors or independent contractors performed by any Governmental Authority or pursuant to any Order during the past six (6) years (the "**Company Accreditation Surveys**"). The Company and the Sellers have made available to Purchaser prior to the date of this Agreement copies of all written notices of material non-compliance, material requests for remedial action, impositions of material (individually or in the aggregate) fines, or return of material (individually or in the aggregate) overpayments received by the Company or the Business (whether ultimately paid or otherwise resolved) from any Governmental Authority or pursuant to any Order at any time during the past six (6) years (the "**Company Government Reimbursement Audits**"). The Company has prepared and timely submitted all corrective action plans required to be prepared and submitted by it in response to any Company Accreditation Surveys or Company Government Reimbursement Audits and has implemented all of the corrective actions described in such corrective action plans;

(ii) Neither the Company nor the Company Parties, nor any of their respective current employees, members, stockholders, managers, officers and directors or independent contractors, as applicable, have been convicted of, nor have the Company or the Company Parties been notified in writing that they have been indicted for or otherwise charged with, a Medicare, Medicaid or federal health care program, as defined in 42 U.S.C. § 1320a-7b(f), related offense, an offense related to fraud against a health care program as defined in 42 U.S.C. § 1320a-7(a)(3), or any other offense related to fraud or obstruction as defined in 42 U.S.C. § 1320a-7(b)(1) and (2), nor has the Company nor the Company Parties nor any of their respective current members, stockholders, managers, officers, directors, employees or independent contractors been debarred, excluded or suspended from participation in, otherwise become ineligible to participate in, Medicare, Medicaid or any other federal health care program (whether or not listed on the Office of the Inspector General of the U.S. Department of Health and Human Services List of Excluded Individuals/Entities (LEIE) database, the U.S. General Services Administration's Excluded Parties List System or the Preclusion List maintained by the Centers for Medicare and Medicaid Services) or been subjected to any consent decree of, or criminal fine or criminal penalty imposed by, any Governmental Authority;

(iii) Each of the Company, the Company Parties, and the Business have filed all regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made thereto, that such person was required to file with any Governmental Authority, including state health and insurance regulatory authorities and any applicable federal regulatory authorities, and has timely paid all fees and assessments due and payable in connection therewith;

(iv) Each of the Company, the Company Parties, and the Business has (a) timely filed all material (individually or in the aggregate) reports, filings and billings required to be filed prior to the date hereof with respect to the Programs (all of which reports, filings and billings are complete and accurate in all material respects and comply in all material respects with Applicable Law), and (b) paid, repaid, allowed to be offset or caused to be paid all material (individually or in the aggregate) known and undisputed refunds, overpayments, discounts or adjustments (other than pursuant to Explanation of Benefits (EOBs) issued in the ordinary course) that have become due pursuant to such reports and billings. Other than as set forth in Schedule 4.1(w)(iv), there are no pending or, to the best of the knowledge of the Company or Sellers, threatened (in writing) appeals, adjustments, challenges, audits, inquiries, investigations, litigation or written notices of intent to audit with respect to such reports or billings where the amount in dispute is in excess of $50,000 or would reasonably indicate a systemic non-compliance with applicable billing requirements. Other than in connection with the adjudication of billings made in the ordinary course of business, neither the Company, nor the Company Parties, nor the Business has received any written notice from any Governmental Authority (or other Program having financial responsibility for the payment of claims) of any threatened or pending material (individually or in the

aggregate) recoupment or set-off from the Company or the Company Parties under any Program. Neither the Company, nor the Company Parties, nor the Business is currently subject to, or has been subjected to, any Company or Company Parties targeted pre-payment integrity review by any Program;

(x) *Partnerships or Joint Ventures* — the Company is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not a party to any agreement under which the Company agrees to carry on any part of the business in such manner or by which the Company agrees to share any revenue or profit of the business with any other person;

(y) *Compliance with Laws* —

(i) *Anti-Corruption Laws* — the Company nor any director, officer, employee, agent or other person acting on behalf of the Company has, in relation to the Company's business:

(A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;

(B) made any direct or indirect unlawful payment to any foreign or domestic Governmental Authorities from corporate funds;

(C) violated or is in violation of any provision of Anti-Corruption Laws applicable to the Company;

(D) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment in violation of any Anti-Corruption Laws; or

(E) employed any government or political official of any country to act on behalf of the Company.

No action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Company with respect to Anti-Corruption Laws is pending or, to the best of the knowledge of the Company, threatened;

(ii) *Anti-Money Laundering Laws* — the Company's business has been conducted in compliance with Anti-Money Laundering Laws applicable to the Company and no action, suit, or proceeding by or before any Governmental Authority or any arbitrator involving the Company with respect to Anti-Money Laundering Laws is pending or, to the best of the knowledge of the Company, threatened;

(z) *Company Business* — the Business is the only business carried on by the Company;

(aa) *Change of Control Payments* — the Company is not party to any agreement, understanding or arrangement that would give risk to any change of control, severance, termination or similar payment obligation on the part of the Company as a resulting of consummating the transactions contemplated hereby;

(bb) *Full Disclosure —*

(i) *No Agent or Broker Fees* — except as disclosed on Exhibit I, there are no brokerage fees, commissions or other fees or amounts which are or may become payable to any third party by the Company or Sellers in connection with the execution and delivery of this Agreement and the completion of the transactions contemplated herein;

(ii) *Undisclosed Information* — except as disclosed in this Agreement or in the attached Schedules, to the best of the knowledge of the Sellers, there is no fact specifically relating to the Business, the assets or any Indebtedness of the Company which might reasonably be expected to cause a Material Adverse Effect on the Business or the financial condition of the Company;

(iii) *No Untrue Statement* — no representation or warranty made by the Sellers herein (as modified by the Schedules), nor any statement made in any Schedule, Exhibit or certificate furnished by the Sellers pursuant to this Agreement, contains or will contain on the Closing Date any untrue statement of a material fact, or omits or will omit on the Closing Date to state any material fact necessary in order to ensure that no statement contained herein or therein is misleading; and

(cc) Intellectual Property

(i) Schedule 4.1(cc)(i) is a true, accurate and complete list of: (i) all Intellectual Property that is owned by the Company, including the particulars of any registration or applications for registration, or that is licensed to the Company, in each case that is material to the Business (collectively, the "**KetaMD Intellectual Property**"); and (ii) all contracts that comprise or relate to the KetaMD Intellectual Property. True, accurate and complete copies of all contracts listed in Schedule 4.1(cc)(i) have been provided to the Purchaser;

(ii) The Company is the sole owner of the KetaMD Intellectual Property, except in the case of Intellectual Property licensed to the Company. The Company has the right to use all of the KetaMD Intellectual Property and has not granted any license or other rights to any other person in respect of the KetaMD Intellectual Property. The Company has not used or enforced, or failed to use or enforce, any of the KetaMD Intellectual Property in any manner which could limit its validity or result in its invalidity. There has been no infringement or violation of the rights of the Company in or to the KetaMD Intellectual Property or any trade secrets or confidential information, nor any claim of adverse ownership, invalidity or other opposition to or conflict with any of the KetaMD Intellectual Property. The Company has not been engaged in any activity that violates or infringes any Intellectual Property rights of any other person;

(dd) Information Technologies

(i) The Information Technologies adequately meet the data processing needs of the Business and the Company's operations and affairs, in each case as currently

conducted. The Company has taken appropriate action by instruction, contract or otherwise with its employees or other persons permitted access to system application programs and data files used in the Information Technologies to protect against unauthorized access, use, copying, modification, theft and destruction of those programs and files. The Company has in place an adequate disaster recovery plan. The Company has arranged for back-up data processing services adequate to meet its data processing needs in the event the Information Technologies or any of their components is rendered temporarily or permanently inoperative as a result of a natural or other disaster

(ii) Schedule 4.1(dd)(ii) lists all computer software and programs owned by or licensed to the Company comprising part of the Information Technologies and that are material to the Business. True, accurate and complete copies of all contracts listed in Schedule 4.1(dd)(ii), other than with respect to off-the-shelf software or software published on non-negotiated terms, have been provided to the Purchaser;

(ee) *Due Diligence Documents* — all documents relating to the Company and the Business that have been provided to the Purchaser or its agents are complete copies of those documents in the possession of the Company.

(ff) *U.S. Sellers* — if the Seller is in the United States, and if required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, the Seller will execute, deliver, file and otherwise assist the Purchaser in filing reports, questionnaires, undertakings and other documents with respect to the ownership of the Consideration Shares and the Earnout Shares (if applicable);

(gg) *No General Solicitation or General Advertising* — the Seller is not acquiring the Consideration Shares or the Earnout Shares (if applicable) as a result of any form of General Solicitation or General Advertising;

(hh) *Residence* — if the Seller is an individual, then the Seller resides in the state or province identified in the address of the Seller set forth on their respective signature page; if the Seller is a partnership, corporation, limited liability company or other entity, the office or offices of the Seller in which its principal place of business is identified in the address or addresses of the Seller set forth on their respective signature page;

(ii) *Investment Intent* — the Seller will be acquiring the Consideration Shares and the Earnout Shares (if applicable) issuable pursuant to this Agreement for investment for its own account and not as a nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of Applicable Securities Laws. As of the Effective Date, the Seller does not have any contract or agreement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Consideration Shares or the Earnout Shares (if applicable);

(jj) *Investment Experience* — the Seller can bear the economic risk of the investment, and it has such knowledge and experience in financial and business matters that it is

capable of evaluating the merits and risks of the investment in the Consideration Shares and the Earnout Shares (if applicable);

(kk) *Sufficient Information* — the Seller has carefully reviewed such information as it has deemed necessary with respect to the Consideration Shares and the Earnout Shares (if applicable). To such Seller's satisfaction, such Seller has been furnished all materials requested by such Seller relating to the Purchaser, and the issuance of the Consideration Shares and the Earnout Shares (if applicable) hereunder, and such Seller has been afforded the opportunity to ask questions of representatives of the Purchaser and to obtain any information that it considered necessary or appropriate in connection with its decision to acquire the Consideration Shares and the Earnout Shares (if applicable); and

(ll) *No "Bad Actor" Disqualification Events* — none of the Company or any of the Sellers is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D promulgated under the U.S. Securities Act.

Representations, Warranties, and Acknowledgements of the Purchaser

4.2 To induce the Sellers to enter into and to consummate the transactions contemplated by this Agreement, the Purchaser represents and warrants to the Sellers that:

(a) Purchaser:

(i) is a company duly incorporated pursuant to the laws of the province of British Columbia;

(ii) is duly organized, validly exists and is in good standing under the laws of its jurisdiction of incorporation; and

(iii) has the corporate power and authority to execute and deliver this Agreement, to complete the transactions contemplated hereby and to duly observe and perform all of its covenants and obligations herein set forth;

(b) this Agreement has been duly and validly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as may be limited by laws of general application affecting the rights of creditors and except that the availability of equitable remedies is subject to the discretion of the court before which any proceedings therefor may be brought;

(c) the Purchaser is not under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, Health Care Permits, licenses, certifications, authorizations or approvals of, or notifications to, any foreign, federal, state, provincial, municipal or local government or governmental agency, board, commission or authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by it of this Agreement or the completion of any of the transactions by it contemplated herein;

(d) neither the execution or delivery of this Agreement or the other agreements and instruments contemplated hereby, nor the completion of the transactions contemplated hereby by the Purchaser, will:

(i) constitute or result in the breach of, default under, or conflict with, or otherwise violate or result in the violation of, any term, provision or condition of, or cause any, or give to any person or Governmental Authority after the giving of a notice or lapse of time or otherwise any right to accelerate, terminate or cancel any of the following:

(A) any constating document of the Purchaser or any resolution of its directors or officers;

(B) any indenture, mortgage, deed of trust, agreement, contract, lease, franchise, permit or other instrument or commitment to which the Purchaser is a party or is subject, by which it is bound, or from which it derives benefit; and

(C) any law, judgment, decree, order, injunction, rule, statute or regulation of any court, arbitrator or Governmental Authority by which the Purchaser is bound or to which the Purchaser is subject; and

(e) The Braxia Capitalization and Share Consideration Table is true in all respects, accurately reflecting the current and post closing ownership of Braxia Shares, including the relative ownership position represented by the Consideration Shares and the Earnout Shares immediately following the Closing;

(f) as at the Closing Date:

(i) no order ceasing or suspending trading in securities of the Purchaser nor prohibiting the issuance of the Consideration Shares will be issued, outstanding, or reasonably anticipated;

(ii) the Consideration Shares shall be validly issued and non-assessable and issued in compliance with all Applicable Laws; and

(iii) the Purchaser will have taken all necessary steps and proceedings required to cause the issuance of the Consideration Shares as contemplated by this Agreement in a manner that is compliant with all Applicable Securities Laws.

(g) Except for arrangements for which Purchaser shall be solely responsible, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Purchaser;

(h) There is no Claim pending, against or affecting Purchaser or any of its properties or rights which prohibits, restricts or seeks to enjoin the transactions contemplated by this Agreement;

(i) Assuming the accuracy of the representations and warranties contained in this Agreement, the issuance and sale of the Braxia Shares pursuant to this Agreement is exempt from registration requirements under the Applicable Securities Laws, and neither Purchaser nor any authorized representative acting on its behalf has taken or will take any action hereafter that will cause the loss of such exemption;

(j) **Reporting Issuer.** The Purchaser is a "reporting issuer" under the securities legislation in those jurisdictions of Canada listed in its public disclosure, and the Purchaser is in compliance in all material respects with all continuous disclosure obligations under applicable Canadian securities legislation.

(k) **Purchaser Shares are Listed.** The Purchaser Shares are listed and posted for trading on the Exchange and the Purchaser has not taken any action which would reasonably be expected to result in the delisting or suspension of the Braxia Shares on or from the Exchange.

(l) **Stock Exchange Compliance.** The Purchaser is, and will at the Closing Time be, in compliance in all material respects with the by-laws, policies, rules and regulations of the Exchange existing on the date hereof.

(m) **No Cease Trade Orders.** As of the date hereof, there is no order outstanding by any securities commission or any similar regulatory authority ceasing or suspending trading in the securities of the Purchaser or prohibiting the sale of securities by the Purchaser, and no proceedings for this purpose have been instituted, or are, to the best of the knowledge of the Purchaser, pending, contemplated or threatened.

(n) Purchaser acknowledges that the Company's operations are dependent on current Health Care Laws, including the Ryan Haight Act, state laws related to controlled substance prescribing, and other regulations pertaining to telemedicine and controlled Substance prescribing, and certain waivers thereto. Should such Health Care Laws be modified or waivers cancelled or expire there could be a significant material affect upon the operations of the Company and/or KMD;

(o) Purchaser Tax Representation

(i) Purchaser has no plan or intention to liquidate the Company; to merge the Company into another corporation; to cause the Company to sell or otherwise dispose of any of its assets, except for dispositions made in the ordinary course of business; or to sell or otherwise dispose of any of the Purchased Interest, except for transfers described in Section 368(a)(2)(C) of the Code (relating to transfers of stock to subsidiaries);

(ii) Purchaser has no plan or intention to reacquire any of the Consideration Shares or Earnout Shares;

(iii) Purchaser and its affiliates do not own, directly or indirectly, nor have they owned during the past five years, directly or indirectly, any stock of the Company;

(iv) Following the transactions contemplated by this Agreement, Purchaser will cause the Company to continue its historic business or use a significant portion of its historic business assets in a business;

(v) Purchaser is not an investment company as defined in Section 368(a)(2)(f)(iii) and (iv) of the Code;

(vi) None of the Consideration Shares or Earnout Shares issued to any Seller who is an employee of the Company, or who will become an employee of Purchaser, will be separate consideration for, or allocable to, any employment agreement; and any compensation paid by Purchaser to any such Seller after the transactions contemplated by this Agreement will be for services actually rendered and will be commensurate with amounts paid to third parties bargaining at arm's-length for similar services; and

(vii) Purchaser will not pay, reimburse, or assume any expenses incurred by Sellers in connection with the transactions contemplated by this Agreement, and Purchaser will pay or assume only those expenses of the Company that are solely and directly related to such transactions in accordance with the guidelines established in IRS Revenue Ruling 73-54;

(p) Except for the representations and warranties contained in this Section 4.2, neither Purchaser, nor any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Purchaser, including any representation or warranty arising from statute or otherwise in law.

Survival of Representations and Warranties

4.3 The representations and warranties of the parties contained in this Agreement will survive the Closing and the completion of the transactions contemplated herein and, notwithstanding the Closing and the completion of the transactions contemplated herein, the representations and warranties of the parties will continue in full force and effect for the benefit of the counter-parties for a period of eighteen (18) months following Closing provided that in the case of fraud, concealment, or misrepresentation, there will be no limitation on the continuation and survival thereof.

No Waiver

4.4 No investigation made by or on behalf of the Purchaser, the Sellers, or the Company, whether under this Part 4 or any other provision of this Agreement, will have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made under this Agreement.

PART 5
COVENANTS

Covenants of the Sellers

5.1 The Sellers covenant and agree with the Purchaser that they will, during the term of this Agreement and until the Closing Date:

(a) allow the Purchaser to inspect all Books and Records and other instruments to which any of the Company is a party or by which it is bound and which may be in the possession or control of any of the Company or the Sellers at any time at the reasonable request of the Purchaser;

(b) not, without Purchaser's written consent:

(i) modify or amend Company's operating agreement or any other organizational or governance agreements or documents;

(ii) enter into, terminate, or modify any material contracts without the prior consent of the Purchaser, such consent not to be unreasonably withheld (provided that the foregoing shall not prohibit allowing any such contract to lapse at the end of the current term thereof);

(iii) sell, assign, transfer, convey, lease or otherwise dispose of or suffer a lien upon the Property or any other asset of the Company (other than the disposition of obsolete or worn-out assets);

(iv) except as otherwise required by Applicable Law or other contract, (i) take any action with respect to the grant of any severance or termination pay (other than pursuant to policies or agreements of Company in effect on the date of this Agreement) that will become due and payable to any employee that is an officer or manager of Company after the Closing Date, (ii) make any change in the management structure of Company, including the hiring of additional officers or managers or the termination of existing officers or managers, other than in the ordinary course of business consistent with past practices, (iii) except in the ordinary course of business consistent with past practice, adopt, enter into or amend in any respect any company benefit plan maintained solely for the benefit of employees of Company, as applicable, or (iv) except in the ordinary course of business consistent with past practices, increase the level of compensation of any employee, officer, manager, or consultant of Company, as applicable;

(v) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all of the assets of, any corporation, partnership, association, joint venture or other business organization or division thereof;

(vi) make any loans or advances to any person, except for advances to employees, managers, or officers of Company for expenses incurred in the ordinary course of business;

(vii) redeem, purchase, or otherwise acquire any of its stock or any securities or obligations convertible (whether currently convertible or convertible only after the passage of time or the occurrence of certain events) into or exchangeable or exercisable for any of its Purchased Interest;

(viii) adjust, split, combine, or reclassify any of the Purchased Interest or issue any additional stock or units;

(ix) implement or adopt any change in its accounting principles, methods, classifications or practices other than as may be required by the Applicable Laws;

(x) adopt a plan of complete or partial liquidation, dissociation, dissolution, or recapitalization;

(xi) make or change any material tax election or change its method of accounting for income tax purposes, amend any material tax return, enter into any closing agreement with respect to taxes, settle any tax claim or assessment, or consent to any extension or waiver of the limitation period applicable to any tax claim or assessment relating to Company, if such election, change, agreement, settlement or consent would have the effect of directly increasing the tax liability of Company for any period ending after the Closing Date;

(xii) agree to make capital expenditures in excess of USD $15,000.00 in the aggregate, or fail to make any scheduled capital expenditures relating to Company required to be made in the ordinary course of business consistent with past practice;

(xiii) declare or pay any non-cash distributions or declare any cash distributions;

(xiv) authorize, issue, re-allocate, or sell any equity in the Company or grant any options, warrants or other rights exercisable or convertible into equity in the Company;

(xv) make any transfer, lease, license, mortgage, pledge of or lien on the Property or any other tangible or intangible asset of the Company;

(xvi) take any action or fail to take any action or permit to exist any circumstance that could result in Seller or the Company losing any license, Health Care Permit, permit or other form of government authorization necessary for Company to carry out its business without the ability to consummate this Agreement; or

(xvii) enter into any agreement to, or otherwise become obligated to do any action prohibited by this Section 5.1(b).

(c) report in writing to the Purchaser any circumstances that render any of the representations and warranties set out herein untrue; and

(d) comply in all material respects with all Applicable Laws of each jurisdiction in which it is carrying on business.

Covenants of the Purchaser

5.2 The Purchaser covenants and agrees with the Sellers and the Company that it will, during the term of this Agreement and until the Closing Date:

(a) report in writing to the Sellers any circumstances that render any of the representations and warranties set out herein untrue; and

(b) comply in all material respects with all Applicable Laws of each jurisdiction in which it is carrying on business.

Post-Closing Covenants of the Purchaser

5.3 Within thirty (30) days of the Closing Date, the Purchaser will:

(a) abide by the terms of the Governance Structure; and

(b) initiate steps to have the Sellers' Nominee appointed to the board of directors of Purchaser, which will occur as soon as permitted under Applicable Law.

5.4 On the Closing Date, or as soon thereafter as is practicable, Purchaser will cause the Company to pay, by wire transfer of immediately available funds, all unpaid liabilities for legal expenses of the Company associated with the transactions contemplated by this Agreement as set forth on Exhibit I and which shall be capped at [redacted – *commercially sensitive*].

5.5 Purchaser will comply with the reporting requirements in Treasury Regulation Section 1.367-3(c)(6) and Treasury Regulation Section 1.368-3(a) with respect to the transactions contemplated by this Agreement.

PART 6
CLOSING DELIVERIES

Sellers' Closing Deliveries

6.1 On or before Closing, the Sellers will deliver or cause to be delivered for release and delivery in accordance with the order set out in the closing agenda:

(a) a certificate of good standing or like certificate issued by the appropriate government officers in the jurisdiction of incorporation of the Company and in each other jurisdiction in which the Company is required to register as a foreign or extra-provincial limited liability company;

(b) a certified copy of a resolution of the directors of the Company authorizing the execution, delivery, and performance of this Agreement and the transfer of Purchased Interest from the Sellers to the Purchaser;

(c) to the Purchaser or the Purchaser's legal counsel, in each case duly executed and in form and substance acceptable to the Purchaser, acting reasonably:

(i) the corporate seal, if any, and the corporate minute books and all other Books and Records of the Company.

(d) resignations and releases, duly executed by the directors of the Company, effective as at the Closing in a form acceptable to the Purchaser;

(e) a duly executed release, in a form and substance satisfactory to the Purchaser, acting reasonably, in favour of the Company and Purchaser from each Seller; and

(f) such other documents and instruments as may be reasonably necessary to complete the transactions set out in this Agreement.

Company's Closing Deliveries

6.2 On or before Closing, the Company will deliver or cause to be delivered for release and delivery to the Purchaser in accordance with the order set out in the closing agenda:

(a) an amended capitalization table reflecting Purchaser as the owner of the Purchased Interest;

(b) copies of the Employment Agreements duly executed by authorized representatives of the Company and Warren Gumpel and Leann Taylor, as applicable;

(c) a copy of the voting trust agreement duly executed by the Sellers (the "**Voting Trust Agreement"**) to vote their Braxia Shares in a manner directed by the current CEO of Braxia; and

(d) such other documents and instruments as may be reasonably necessary to complete the transactions set out in this Agreement.

Purchaser's Closing Deliveries

6.3 On or before Closing, the Purchaser will deliver or cause to be delivered for release and delivery in accordance with the order set out in the closing agenda:

(a) to escrow (as provided in Section 2.3), the Consideration Shares;

(b) a certified copy of the resolutions of the directors of the Purchaser authorizing the execution, delivery and performance of this Agreement and of all transactions contemplated hereby and of all documents to be delivered by the Purchaser pursuant hereto along with the underlying resolution; and

(c) such other documents and instruments as may be reasonably necessary to complete the transactions set out in this Agreement.

Transfer of Purchased Interests

6.4 For value received, the Sellers each hereby sell, assign and transfer unto the Purchaser the Purchased Interests, which for the avoidance of doubt, is the Shares held by each

Seller as listed in Exhibit A outstanding in each Seller's name on the books of the Company and does constitute and appoint the Purchaser as attorney to transfer such Purchased Interests in the books of the Company with full power of substitution in the premises.

Escrow and Release of Closing Deliveries

6.5 All documents to be delivered on or before the Closing are to be tabled and held by counsel for the parties until all deliveries are completed or waived by all of the parties. Documents released from a party's counsel shall be deemed to be delivered in the order in which they appear on the closing agenda.

PART 7
INDEMNIFICATION

7.1 Survival of Representations and Warranties. The representations and warranties of Purchaser and Sellers, respectively, in this Agreement shall survive Closing and shall continue in full force and effect for a period of eighteen (18) months from the Closing Date except that:

(a) all representations and warranties will remain in full force and effect indefinitely with respect to any inaccuracies or breaches thereof as a result of fraud or fraudulent misrepresentation on the part of any one or more of the Sellers, Company or Purchaser, as applicable;

(b) the Tax Representations shall remain in full force and effect until ninety (90) days after the expiration of the greater of seven (7) years from the Closing Date or the expiry of the final right of reassessment or claim by the appropriate taxing authority with respect to the Tax Representations;

(c) the Company and Seller Fundamental Representations and Purchaser Fundamental Representations will remain in force and effect indefinitely; and

(d) the representations and warranties set forth in Sections 4.1(w), 4.1(bb) and 4.1(ee), above, will remain in full force and effect until the last day of any statute of limitations related to any actions that could be brought by third-parties pursuant to Sections 4.1(w), 4.1(bb) and 4.1(ee), above; ***provided, however*** that such representations and warranties shall be extended if a court or other tribunal determines that the such actions were tolled due to a party not knowing of the existence of such claims (e.g., the "discovery rule").

7.2 Indemnification of Purchaser. As to events occurring prior to the Closing Date, the Sellers covenant and agree to indemnify, defend, and hold harmless the Company, Purchaser, its affiliates and their respective directors, officers, employees, agents and representatives from and against any losses, costs, damages, liabilities and fees (including, without limitation, reasonable legal fees but excluding lost profits, opportunity costs, diminution in value or consequential, incidental, special, indirect, aggravated, exemplary or punitive damages) suffered or incurred as a result of, or arising out of:

(a) any assessment or reassessment for Taxes for any period up to and including the day immediately preceding the Closing Date for which no adequate Company reserve has been provided for and disclosed in the Financial Statements;

(b) any breach of the Company and Seller Fundamental Representations or Tax Representations, or the same being untrue or inaccurate;

(c) to the extent not arising under Section 7.2(a) or Section 7.2(b), above, any of the representations or warranties of the Company in this Agreement (other than the Company and Sellers Fundamental Representations or Tax Representations) being untrue or inaccurate; or

(d) to the extent not performed or waived prior to Closing, a breach of any covenant, term or agreement made in this Agreement by the Company, or any of the Sellers.

7.3 Indemnification of Sellers. The Purchaser covenants and agrees to indemnify, defend, and hold harmless the Sellers from and against any losses, costs, damages, liabilities and fees (including, without limitation, reasonable legal fees but excluding lost profits, opportunity costs, diminution in value or consequential, incidental, special, indirect, aggravated, exemplary or punitive damages) suffered or incurred as a result of, or arising out of any of:

(a) the representations or warranties of Purchaser in this Agreement being untrue or inaccurate;

(b) to the extent not performed or waived prior to Closing, a breach of any covenant, term or agreement made in this Agreement by the Purchaser.

7.4 Certain Limitations. The indemnification provided for in Section 7.2 shall be subject to the following limitations:

(a) The aggregate amount of all losses, costs, damages, liabilities and fees for which Sellers shall be liable pursuant to Section 7.2 shall not exceed the total the value of the Consideration Shares and the Earnout Shares valued as at the Closing Date using the Current Market Price of Braxia Shares. Purchaser's remedy with regards to the indemnification provided for in Section 7.2 shall be to first recover Consideration Shares, valued as at the Closing Date using the Current Market Price of Braxia Shares, from Sellers *pro rata* based upon the Consideration Shares Allocation Schedule attached hereto as Exhibit D. If Seller's liability exceeds the value of the Consideration Shares as determined and available to satisfy the indemnity, then Purchaser shall be entitled to recover any Earnout Shares that have been issued and still held by the Sellers *pro rata* based upon the Earnout Shares Allocation Schedule attached hereto as Exhibit F. The value of the Earnout Shares shall be fixed at the value at the Closing Date, as determined by the Current Market Price of Braxia Shares.

(b) Sellers shall not be liable to the Purchaser for indemnification under Section 7.2 until the aggregate amount of all losses, costs, damages, liabilities and fees in respect of indemnification under Section 7.2 exceeds $25,000 ("Sellers' Basket"). If the Sellers'

Basket is exceeded then Sellers remain liable for all such losses, costs, damages, liabilities and fees from the first dollar, subject to the other limitations herein.

(c) Purchaser shall not be liable to the Sellers for indemnification under Section 7.3 until the aggregate amount of all losses, costs, damages, liabilities and fees in respect of indemnification under Section 7.3 exceeds $25,000 ("Purchaser's Basket"). If the Purchaser's Basket is exceeded then Sellers remain liable for all such losses, costs, damages, liabilities and fees from the first dollar, subject to the other limitations herein.

PART 8
GENERAL PROVISIONS

Termination

8.1 This Agreement may be terminated at any time prior to Closing by written notice given:

(a) upon the mutual written agreement of the parties;

(b) by either party in the event of any change in law or government order restraining or prohibiting the Closing;

(c) by the Sellers, if the Sellers do not receive the required KetaMD Noteholders approval to cancel the KetaMD Notes and issue the Braxia Notes from Purchaser; or

(d) by the Purchaser:

(i) if Sellers materially breach any obligation or covenant set forth herein and fail to cure such breach within ten (10) days after receipt of notice from Purchaser;

(ii) if Purchaser learns that any of Sellers' representations or warranties are materially false or untrue;

(iii) upon the occurrence of any Material Adverse Effect or other circumstance that would hinder or unreasonably delay the occurrence of any condition to Closing set forth in Section 3.2, above, other than due to the acts or omissions of Purchaser; or

(iv) the Closing does not occur for any reason on or before the Outside Closing Date.

Effect of Termination

8.2 If this Agreement is terminated in accordance with Section 8.1, above, this Agreement shall then become void and there shall be no liability on the part of any party except as set forth in Section 7.1 and Section 7.2, above, and Section 8.4, below.

Notice

8.3 If a party is required or desires to give or make any notice, consent, waiver, approval, report, authorization or other communication to party under this Agreement, it will be effective and valid only if in writing and actually delivered either by hand, courier, facsimile transmission, e-mail, or other form of electronic transmission, confirmation received, to the applicable addressee.

Confidentiality

8.4 The parties agree to maintain the confidential nature of the terms of this Agreement and the Confidential Information, except to the extent that (a) the disclosure of which is reasonably believed by such party to be required in connection with regulatory requirements or other legal requirements relating to its affairs, (b) disclosed to any one or more of such party's members, stockholders, managers, employees, officers, directors, agents, attorneys or accountants who would have access to the contents of this Agreement and such data and information in the normal course of the performance of such person's duties for such party, to the extent such party has procedures in effect to inform such person of the confidential nature thereof, and (c) disclosed to any one or more of the Sellers and KetaMD Noteholders as required to effectuate this Agreement, so long as the Company has procedures in effect to inform such parties of the confidential nature thereof. The parties further agree to comply with Health Care Laws as to the Confidential Information.

Time

8.5 Time is of the essence in this Agreement.

Payment

8.6 Except as otherwise expressly provided herein, any amount required to be paid by or on behalf of any party hereto to or for the account of any other party hereto will be by wire transfer of immediately available funds.

Entire Agreement

8.7 This Agreement contains the whole agreement between the parties in respect of the subject matters hereof and there are no warranties, representations, terms, conditions or collateral agreements, express, implied or statutory, other than as expressly set forth in this Agreement and this Agreement supersedes all of the terms of any written or oral agreement or understanding between or among the parties.

Inurement

8.8 This Agreement will inure to the benefit of and be binding upon the Sellers and the Purchaser and each of them and, as applicable, their respective heirs, executors, administrators, personal legal representatives, successors and assigns.

Further Assurances

8.9 Each party will, on demand by any other party, execute and deliver or cause to be executed and delivered all such further documents and instruments and do all such further acts and things as the other may either before or after the Closing as the other party may reasonably require to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement and to assure the completion of the transactions contemplated hereby.

Modifications, Approvals and Consents

8.10 No amendment, modification, supplement, termination or waiver of any provision of this Agreement will be effective unless in writing signed by all of the parties hereto and then only in the specific instance and for the specific purpose given.

Legal and Other Fees

8.11 Unless otherwise specifically provided herein, each party will be responsible for its/his/her own legal, accounting, and other professional fees and expenses, any broker's or finder's fees, including goods and services taxes on such fees and expenses, incurred in connection with the negotiation and settlement of this Agreement, the completion of the transactions contemplated hereby and the other matters pertaining hereto. For clarity, each of the Sellers will be responsible for and bear all of their respective costs and expenses as described in the preceding sentence and neither the Company nor Purchaser shall not pay or reimburse any Sellers for any such cost or expense. Each party further agrees to pay the fees of any finder, broker banker or intermediary hired by it and to indemnify and hold the other party harmless from any claim by a finder, broker, banker or intermediary hired or claiming to have been hired by it.

Assignment

8.12 This Agreement may not be assigned by any party without the prior written consent of all of the other parties, which consent may be withheld.

Governing Law

8.13 .

(a) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF FLORIDA IN EACH CASE LOCATED IN THE CITY OF MIAMI AND COUNTY OF DADE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY

WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Independent Legal Advice

8.14 The parties acknowledge and agree that they have each been afforded sufficient time to obtain independent legal advice with respect to this Agreement, and that they have each had a reasonable opportunity to do so prior to executing this Agreement.

Counterparts and Delivery

8.15 This Agreement may be executed in any number of counterparts or by facsimile or electronic signature, each of which be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

(Signature Page Follows)

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above:

PURCHASER:

BRAXIA SCIENTIFIC CORP.

Per: (signed) "*Roger McIntyre*"
Authorized Signatory

COMPANY:

KETAMD, INC.

Per: (signed) "*Warren Gumpel*"
Authorized Signatory

MELISSA MOROCCO

By: (signed) "*Melissa Morocco*"

Name: _____

Address: _____

_____

MARK WORSTER

By: (signed) "*Mark Worster*"

Name: _____

Address: _____

_____

ZAPPY ZAPOLIN

By: (signed) *"Zappy Zapolin"*

Name: _____

Address: _____

_____

REESE JONES

By: (signed) *"Reese Jones"*

Name: _____

Address: _____

_____

DR. SANJIV CHOPRA

By: (signed) *"Dr. Sanjiv Chopra"*

Name: _____

Address: _____

_____

THEA STEVENS

By: (signed) *"Thea Stevens"*

Name: _____

Address: _____

_____

THOUGHT FACTORY, LLC

Thought Factory, LLC

By: (signed) *"Robert Keefe"*

Name: _____

Title: _____

Address: _____

_____

WARREN GUMPEL

By: (signed) *"Warren Gumpel"*

Name: _____

Address: _____

_____

DR. YOUSIF A-RAHIM

By: (signed) *"Dr. Yousif A-Rahim"*

Name: _____

Address: _____

_____

AUDREY PATCHETT

By: (signed) *"Audrey Patchett"*

Name: _____

Address: _____

_____

CAREY LEE LEUER

By: (signed) *"Carry Lee Leuer"*

Name: _____

Address: _____

_____

DR. DANIEL KANG

By: (signed) *"Dr. Daniel Kang"*

Name: _____

Address: _____

_____

JASON BROWN

By: (signed) *"Jason Brown"*

Name: _____

Address: _____

_____

JAMIE ROLLINS

By: (signed) *"Jamie Rollins"*

Name: _____

Address: _____

_____

JUSTIN STONE

By: (signed) *"Justin Stone"*

Name: _____

Address: _____

_____

JOSHUA WEISS

By: (signed) *"Joshua Weiss"*

Name: _____

Address: _____

_____

KAIA ROMAN

By: (signed) *"Kaia Roman"*

Name: _____

Address: _____

_____

LEANN TAYLOR

By: (signed) *"Leann Taylor"*

Name: _____

Address: _____

_____

MARSHA BELINSON

By: (signed) *"Marsha Belinson"*

Name: _____

Address: _____

_____

EXHIBIT A

Shareholders and Noteholders of KetaMD, Inc.		
Shareholder	**Common Shares Issued**	**% Ownership on Issued**
Warren Gumpel	7,000,000	28.6%
Michael Zapolin	5,000,000	20.4%
Kaia Roman	5,000,000	20.4%
Leann Taylor	2,750,000	11.2%
Marsha Belinson	500,000	2.0%
Jamie Rollins	500,000	2.0%
Dr. Daniel Kang	750,000	3.1%
Mark Worster	375,000	1.5%
Melissa Morocco	50,000	0.2%
Thea Stevens	50,000	0.2%
Carey Lee Leuer	50,000	0.2%
Audrey Patchett	77,000	0.3%
Thought Factory, LLC	750,000	3.1%
JKW Family LTD	750,000	3.1%
Jason Brown	74,000	0.3%
Justin Stone	74,000	0.3%
Reese Jones (Advisor)	500,000	2.0%
Dr. Sanjiv Chopra (Advisor)	125,000	0.5%
Dr. Yousif A-Rahim (Advisor)	125,000	0.5%
Total - Issued and Outstanding	**24,500,000**	**100.0%**

EXHIBIT A
(continued)

Convertible Noteholders	
Investor	**USD**
Braxia	$610,000.00
Vinh Tran	$75,000.00
Harvir Kalsi	$25,000.00
Marissa J. Geier	$50,000.00
Boon Ngiam	$100,000.00
OMID Holdings, Inc.	$10,000.00
Adam Frank	$15,000.00
Sarfraz Dhariwal	$25,000.00
Frank Marrocco	$25,000.00
William H. Lounsbury	$50,000.00
Mike Castleberg	$260,000.00
Robert B. McGuiness	$5,000.00
1Up Repairs San Marcos LLC	$50,000.00
Suzanne S. Brown	$20,000.00
Patricia Sauder	$50,000.00
Stephen Bianchi	$10,000.00
Elizabeth Diflorio	$20,000.00
Luciano Pataki	$39,000.00
David A. Sauder	$50,000.00
Elliot Havok Inc.	$40,000.00
Bbrown Inc.	$50,000.00
1613551 Alberta LTD	$100,000.00
Stephen Bianchi	$10,000.00
Lesley Hafalia	$50,000.00
Joseph Burstyn	$50,000.00
Elliot Havok Inc.	$80,000.00
Ronald Hargrove	$50,000.00
Michael McParland	$50,000.00
Dr. Steven Roth	$50,000.00
Zachary Davis	$35,000.00
Ben Harel	$25,000.00
Sun All Day LTD	$25,000.00
Stephen Page	$25,000.00
There is No Spoon, LLC	$25,000.00
Ron Antopoloski	$5,000.00
Rebecca Summer Carlyle	$3,333.00
Total	**$2,162,333**

Exhibit B

Braxia Capitalization and Share Consideration Table

July 15, 2022

	Current	**No. of Shares**	**KetaMD Shareholders %**
A	Common Shares	198,578,514	
	Options/Warrants	61,587,561	
	Fully Diluted	260,166,075	
	Post KetaMD		
B	Consideration Shares to be issued to KetaMD shareholders on Closing	42,144,629	
C	Post Closing Issued Shares (A + B)	240,723,143	17.5%
D	Earnout Braxia Shares to be issued to KetaMD shareholders on the achievement of certain milestones	21,915,207	8.3%
E	Post Closing Issued Shares (Inclusive of Transaction and Earnout Shares) (A + B + D)	262,638,350	

Exhibit C

[The following legend to be imprinted on Debentures issued in the United States:

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY U.S. STATE SECURITIES LAWS. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, AND, IN THE CASE OF (C) OR (D) THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AND THE TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY AND THE TRANSFER AGENT TO SUCH EFFECT.

UNSECURED CONVERTIBLE DEBENTURE

BRAXIA SCIENTIFIC CORP.
Unsecured Convertible Debenture Due December 31, 2023

Principal Amount: CAD$[1.5x principal converted into CAD as per excel agreed to by the parties]

Maturity Date: December 31, 2023

BRAXIA SCIENTIFIC CORP. ("**Braxia**" or the "**Company**"), a company incorporated under the laws of the Province of British Columbia, Canada, for value received hereby acknowledges itself indebted to and promises to pay to or to the order of **[●]** (the "**Holder**"), on the Maturity Date, the aggregate principal sum of **[●] DOLLARS** (CAD$**[●]**), on presentation and surrender of this unsecured convertible debenture to the Company at its head office as provided herein. At the Holder's option, all or part of the Outstanding Principal Amount (as defined below) may be satisfied by the issuance to the Holder of Common Shares (as defined below) upon conversion of this Debenture (as defined below) as further described and subject to the conditions set out below in Article 3.

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms herein shall have the following meanings:

"**Acquisition**" means the acquisition of KetaMD, Inc. by Braxia, pursuant to the terms and conditions of a stock purchase agreement dated [●], 2022.

"Affiliate" means any company or legal entity that:

(a) controls, either directly or indirectly, the Holder;

(b) is controlled directly or indirectly by the Holder; or

(c) is directly or indirectly controlled by a company or entity that directly or indirectly controls the Holder,

and for the purpose of this definition, "control" means the right to exercise more than fifty per cent (50%) of the total voting rights in the relevant company or legal entity (whether through holding a majority of voting securities or otherwise) or in the appointment of the directors of such company or entity;

"**Applicable Securities Legislation**" means applicable securities laws (including published rules, regulations, policies, rulings and instruments) in the Province of Ontario, Canada and the rules, policies and requirements of the CSE;

"**Benchmark Price**" means the price which is equal to $0.10 per Common Share;

"**Business Day**" means any day, other than a Saturday, a Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business during normal banking hours;

"**Capital Reorganization**" has the meaning ascribed thereto in Section 3.5.3 hereof;

"**Common Shares**" means the common shares in the capital of the Company;

"**Company**" means Braxia Scientific Corp., a company incorporated under the laws of the Province of British Columbia, Canada, including its successors and permitted assigns;

"**control**": a person shall be deemed to be controlled by another person or by two or more persons if (i) voting securities of the first-mentioned person carrying more than 50% of the votes attaching to such securities are held, otherwise than by way of security only, by or for the benefit of the other person or by or for the benefit of the other persons, and (ii) in the case of a company, the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of such company;

"**Conversion Date**" has the meaning ascribed to such term in Section 3.1 hereof;

"**Conversion Notice**" has the meaning ascribed to such term in Section 3.3 hereof;

"**Conversion Price**" means the price per Common Share until the Maturity Date, as adjusted from time to time and in accordance with Section 3.5 hereof;

"**Conversion Shares**" has the meaning ascribed to such term in Section 3.1 hereof;

"**CSE**" means the Canadian Securities Exchange or such other stock exchange on which the Common Shares may be listed;

"**Debenture**" means this unsecured convertible debenture due December 31, 2023 issued by the Company in favour of the Holder, as amended, supplemented, restated and/or modified from time to time in accordance with its terms;

"**Event of Default**" means any of the events specified in Section 7.1 hereof;

"**Holder**" means the registered holder of this Debenture as reflected on the cover page of this Debenture and any subsequent registered holder of this Debenture;

"**Issue Date**" means **[●]**, 2022;

"**Maturity Date**" means the earlier of December 31, 2023 and the date when the Company repays in full the outstanding amount due under this Debenture;

"**Outstanding Principal Amount**" means, as of any applicable time, the principal amount of this Debenture as set forth on the face of this Debenture or such other principal amount of this Debenture which is then outstanding;

"**person**" means an individual, firm, corporation, syndicate, partnership, trust, association, unincorporated organization, joint venture, investment club, government or agency or political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind;

"**Redemption Amount**" has the meaning ascribed thereto in Section 4.1 hereof;

"**Redemption Date**" has the meaning ascribed thereto in Section 4.1 hereof;

"**Redemption Notice**" has the meaning ascribed to such term in Section 4.2 hereof;

"Subscription Agreement" means the agreement between the Holder and the Company in relation to the subscription for Debenture dated **[●]**, 2022;

"**subsidiary**" means, in relation to a specified person, a person controlled by such specified person, whether directly or indirectly through one or more intermediaries;

"**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c.1 (5th Supp.), as amended, including the regulations promulgated thereunder, each as amended from time to time;

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia; and

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

1.2 Use of Singular and Plural

Words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 Interpretation Not Affected by Headings, etc.

The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture.

1.4 Day Not a Business Day

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken on or before the requisite time on the first Business Day thereafter.

1.5 Invalidity of Provisions

Each of the provisions contained in this Debenture is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof or thereof.

1.6 Currency

References in this Debenture to "$" are to Canadian dollars unless otherwise expressly noted.

ARTICLE 2
PRINCIPAL AND INTEREST

2.1 Interest

There shall be no interest payable on the Outstanding Principal Amount.

2.2 Payments of Outstanding Principal Amount

Unless the Debenture is converted in accordance with Article 3 or as otherwise provided herein, the payment of the Outstanding Principal Amount to be made to the Holder under this Article 2 shall be made in Canadian Dollars by wire transfer of immediately available funds to an account maintained by the Holder with such bank as the Holder may designate in writing from time to time to the Company on presentation and surrender of this Debenture in accordance with Section 2.3.

2.3 Mandatory Prepayment of the Outstanding Principal Amount

Following the issuance of the Debenture, within thirty (30) Business Days of the completion of one or more equity financings by Braxia resulting in aggregate gross proceeds of a minimum of USD $10 million from the Issue Date of the Debenture, Braxia shall be obligated to prepay the Outstanding Principal Amount in full in accordance with the provisions of this Debenture.

ARTICLE 3
CONVERSION

3.1 Conversion Right of the Holder and Mandatory Conversion

(a) Subject to and upon compliance with the provisions of this Article 3, Section 4.2, and Applicable Securities Legislation, the Holder shall have the right, at its sole option, during the applicable period specified in Section 3.2 to convert on any Business Day (any such date being referred to as a "**Conversion Date**") such portion of the Outstanding Principal Amount as specified in Section 3.2, into that number of Common Shares (the "**Conversion Shares**") as is determined in accordance with Section 3.2.

(b) Subject to and upon compliance with the provisions of this Article 3, Section 4.2, and Applicable Securities Legislation, on the Maturity Date the Company shall convert the Outstanding Principal Amount into Conversion Shares at a Conversion Price equal to $0.15 per share.

If any portion or all of the Outstanding Principal Amount is converted into Common Shares pursuant to Section 3.1(a) or Section 3.1(b), the Company shall deliver to the Holder at its address set forth above one or more certificates representing such Conversion Shares issuable upon such conversion within ten Business Days following the Conversion Date.

(c) Without limitation to the general requirement that any exercise of the right of conversion by the Holder may be subject to and in accordance with Applicable Securities Legislation, the Holder shall not be entitled to exercise any right of conversion of the Debenture that would result in the Holder and its Affiliates together holding 20% or more of the then issued and outstanding Common Shares (after giving effect to such conversion) until such time as the approval of the Company's shareholders has been obtained if and to the extent required under the rules of the CSE or any other exchange upon with the Common Shares are listed and posted for trading.

(d) If the Conversion Shares are issued to a Holder in the United States, upon the issuance thereof, and until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Conversion Shares, and all certificates issued in exchange therefor or in substitution thereof, will bear a legend in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY U.S. STATE SECURITIES LAWS. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, AND, IN THE CASE OF (C) OR (D) THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AND THE TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY AND THE TRANSFER AGENT TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY"

IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, that if the Conversion Shares are being transferred in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with Applicable Securities Legislation, the legend may be removed by providing a prescribed declaration, attached hereto as Schedule B, to the Company's registrar and transfer agent and the Company; and provided, further, that if any such Conversion Shares are being transferred pursuant to Rule 144 under the U.S. Securities Act, if available, and in compliance with any applicable state securities laws, or pursuant to another transaction that does not require registration under the U.S. Securities Act or applicable state securities laws, the legend may be removed by delivering to the Company and the Company's registrar and transfer agent an opinion of counsel of recognized standing, or other evidence, reasonably satisfactory to the Company and the Company's registrar and transfer agent, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

3.2 Conversion Period and Conversion Rate

The exercise of the Holder's conversion right pursuant to Section 3.1 shall be subject to the following:

(a) 33% of the Outstanding Principal Amount may be converted into Common Shares at a Conversion Price equal to the Benchmark Price prior to December 15, 2023;

(b) 33% of the Outstanding Principal Amount may be converted into Common Shares at a Conversion Price equal to 150% of the Benchmark Price prior to December 15, 2023; and

(c) 34% of the Outstanding Principal Amount may be converted into Common Shares at a Conversion Price equal to 200% of the Benchmark Price prior to December 15, 2023.

3.3 Exercise of Conversion Right

To convert this Debenture or any portion hereof, the Holder shall surrender this Debenture to the Company at the relevant address for notices specified in Section 9.1 on any Conversion Date together with the conversion notice attached hereto as the Schedule A (the "**Conversion Notice**") duly executed by the Holder or its attorney duly appointed by an instrument in form and substance satisfactory to the Company, exercising the Holder's right to convert this Debenture in accordance with the provisions of this Article 3.

Following the valid and timely service of a Conversion Notice by the Holder, and subject to the requirements of Applicable Securities Legislation, the Holder shall be entitled to be entered in the books of the Company as at the Conversion Date as the holder of the applicable number of Common Shares into which the Outstanding Principal Amount, or, as the case may be, the portion of the Outstanding Principal Amount indicated in such Conversion Notice, is convertible in accordance with the provisions of this Article 3. Upon any partial conversion of the Outstanding Principal Amount, the Company shall, on the applicable Conversion Date, upon receipt of this Debenture duly surrendered for such conversion, cancel the same and issue and deliver to the Holder a new debenture in form and substance identical to this Debenture in a principal amount equal to the unconverted portion of the Outstanding Principal Amount of this Debenture.

3.4 Fractional Common Shares

The Company shall not be required to issue fractional Common Shares upon the conversion of this Debenture pursuant to this Article 3. If any fractional interest in a Common Share would, except for the provisions of this Section 3.4, be deliverable upon the conversion of any of the Outstanding Principal Amount, the Company shall not deliver any certificate for such fractional interest, but rather, will satisfy such fractional interest by rounding such fractional interest down to the next whole number of Common Shares.

3.5 Adjustment of the Conversion Price

3.5.1 The Conversion Price in effect at any date will be subject to adjustment from time to time in the events and in the manner provided in this Section 3.5.

3.5.2 If and whenever at any time after the date hereof and prior to conversion of this Debenture, the Company:

(a) subdivides, redivides or changes its outstanding Common Shares into a greater number of Common Shares; or

(b) reduces, combines or consolidates its outstanding Common Shares into a smaller number of Common Shares; or

(c) issues Common Shares or securities convertible into or exchangeable for Common Shares to the holders of the outstanding Common Shares as a stock or scrip dividend or distribution;

(any of such events in (a), (b), and (c), above being called a "**Common Share Reorganization**") then the Conversion Price then in effect will be adjusted on the effective date of an Common Share Reorganization, so that the Conversion Price shall equal the price determined by multiplying the Conversion Price in effect immediately prior to such effective date by a fraction, the numerator of which will be the total number of Common Shares outstanding on such effective date before giving effect to such Common Share Reorganization and the denominator of which will be the total number of Common Shares outstanding immediately after giving effect to such Common Share Reorganization (including, in the case where securities exchangeable for or convertible into Common Shares are distributed, the number of Common Shares that would have been outstanding had all such securities been exchanged for or converted into Common Shares on such effective date).

3.5.3 If and whenever at any time after the date hereof and prior to the conversion of this Debenture, there is a reclassification of the Common Shares at any time outstanding or change of the Common Shares into other shares or into other securities or some other capital reorganization (other than an Common Share Reorganization), or a consolidation, amalgamation or merger of, or an arrangement involving, the Company with or into any other corporation or other entity, or a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another corporation or other entity in which the holders of Common Shares are entitled to receive shares, other securities or other property (any of such events being called a "**Capital Reorganization**"), if the Holder exercises the right to convert this Debenture into Common Shares after the effective date of such Capital Reorganization the Holder will be entitled to receive, and will accept for the same aggregate consideration in lieu of the number of Common Shares to which such Holder was previously entitled upon such conversion, the aggregate number of Common Shares, other

securities or other property which the Holder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, the Holder had been the registered holder of the number of Common Shares to which the Holder was previously entitled upon conversion. The Company will take all steps necessary to ensure that the Holder will receive the aggregate number of Common Shares, other securities or other property to which it is entitled as a result of the Capital Reorganization. Subject to the approval of the CSE, if required, appropriate adjustments will be made in the application of the provisions set forth in this Section 3.5.3 as a result of any such Capital Reorganization with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this Section 3.5.3 will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any Common Shares, other securities or other property thereafter deliverable upon the conversion of this Debenture.

3.5.4 For the purposes of Section 3.5:

(a) The adjustments provided for in Section 3.5 are cumulative and will be computed to the nearest one-tenth of one cent and will be made successively whenever an event referred to therein occurs, subject to the following provisions of this Section 3.5.4.

(b) No adjustment in the Conversion Price will be required unless the cumulative effect of such adjustment would result in a change of at least 1% in the prevailing Conversion Price; provided, however, that any adjustments which, except for the provisions of this Section 3.5.4 would otherwise have been required to be made, will be carried forward and taken into account in any subsequent adjustment.

(c) If at any time a dispute arises with respect to adjustments provided for in Section 3.5, such dispute will be conclusively determined by the Company's auditors, or if they are unable or unwilling to act, by such other firm of independent chartered accountants appointed by the Company and any such determination will, absent manifest error, be binding upon the Company and the Holder. The Company agrees that such auditors or accountants will be given access to all necessary records of the Company. If any such determination is made, the Company will deliver an officer's certificate to the Holder describing such determination.

(d) If the Company sets a record date to determine the holders of Common Shares for the purpose of entitling them to receive any dividend or distribution or sets a record date to take any other action and thereafter and before the distribution to such shareholders of any such dividend or distribution or the taking of any other action, legally abandons its plan to pay or deliver such dividend or distribution or take such other action, then no adjustment in the Conversion Price shall be made.

(e) The Company shall from time to time, as soon as practicable after the occurrence of any event which requires an adjustment or readjustment as provided in this Section 3.5, deliver an officer's certificate to the Holder specifying the nature of the event requiring the same and the amount of the adjustment or readjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

(f) For greater certainty, in the case where Common Shares have been previously issued pursuant to this Debenture, there shall be no retroactive adjustment to such number of Common Shares as a result of the occurrence of later events which require adjustments to the Conversion Price pursuant to this Section 3.5.

(g) No adjustment in the Conversion Price will be required upon the issuance from time to time of Common Shares, or options or other securities pursuant to the Company's stock option or other equity incentive plans or share purchase plans, or any dividend reinvestment plan, or any similar plan, if any, as such plans may be replaced, supplemented or further amended from time to time. In addition, for greater certainty, no adjustment in the Conversion Price will be required in connection with any offering from time to time of Common Shares or securities convertible into or exchangeable for Common Shares, whether by way of private placement or prospectus.

3.6 Withholding Tax

The Company will be entitled to deduct and withhold any applicable taxes or similar charges (including interest, penalties or similar amounts in respect thereof) imposed or levied by or on behalf of the Canadian government or of any province or territory thereof or any authority or agency therein or thereof having power to tax, including pursuant to the Tax Act, from any payment to be made on or in connection with this Debenture and, provided that the Company forthwith remits such withheld amount to such government, authority or agency and files all required forms in respect thereof and, at the same time, provides copies of such remittance and filing to the Holder, the amount of any such deduction or withholding will be considered an amount paid in satisfaction of the Company's obligations under this Debenture and there is no obligation on the Company to gross-up amounts paid to a Holder in respect of such deductions or withholdings. The Company shall provide the Holder with copies of receipts or other communications relating to the remittance of such withheld amount or the filing of such forms received from such government, authority or agency promptly after receipt thereof.

ARTICLE 4
REDEMPTION

4.1 Redemption

4.1.1 At the Option of the Company

This Debenture may, at the option of the Company, be prepaid or redeemed in whole or in part prior to the Maturity Date for an amount equal to the Outstanding Principal Amount to be redeemed (the "**Redemption Amount**") as at the date fixed for redemption (the "**Redemption Date**").

4.1.2 Mandatory Prepayment

In the event the capital raising milestone referred to in section 2.3 above is achieved by the Company, the Company shall be obligated to promptly repay the Outstanding Principal Amount and shall provide the applicable Redemption Notice referred to in section 4.2 below within thirty (30) days of such milestone being achieved.

4.2 Redemption Notice

To redeem or prepay this Debenture, the Company shall send a notice of redemption ("**Redemption Notice**") to the Holder not less than 20 days and not more than 45 days prior to the Redemption Date specified by the Company and shall state:

(a) the Redemption Amount;

(b) the Redemption Date; and

(c) the place where this Debenture is to be surrendered for payment of the Redemption Amount thereof.

On service of a Redemption Notice, the Redemption Amount shall, on the Redemption Date, become due and payable. Upon surrender of this Debenture for redemption in accordance with the relevant Redemption Notice, the Redemption Amount shall be paid by the Company, in cash, or if agreed between the Company and the Holder, in whole or in part, in Common Shares. The Company may, if it has not already redeemed the entire Outstanding Principal Amount, exercise its right to redemption on more than one occasion in accordance with this ARTICLE 4.

No Redemption Notice may be served in relation to any amount in relation to which the Holder has already exercised conversion rights hereunder.

For greater certainty, conversion rights may be exercised by a Holder notwithstanding that a Redemption Notice has been issued, provided the Company receives the applicable Conversion Notice prior to five (5) Business Days before the Redemption Date.

ARTICLE 5
TRANSFER OF DEBENTURE

5.1 Transfer Provisions

(a) A Holder of this Debenture may at any time prior to the Maturity Date, subject to this Section 5.1, have such Debenture transferred at the transferor's expense including those reasonable fees charged by the Company to administer any such transfer.

(b) No transfer of this Debenture may be made in respect of any part of it for which either a Redemption Notice (unless the Company has defaulted in redeeming the relevant part of the Debenture in accordance with the Redemption Notice) or Conversion Notice has been served.

(c) Each instrument of transfer shall be signed by the transferor, and the transferor shall be deemed to remain the owner of the Debenture, or the part of the Debenture to be transferred, until the name of the transferee is entered in the register in respect of such transfer.

(d) No transfer of this Debenture shall be effective as against the Company unless:

(i) such transfer is made in compliance with applicable law (including all Applicable Securities Legislation) and evidence of such compliance has been provided, including reasonable assurances that such transfer is exempt from the prospectus or similar public offer document requirements under applicable securities laws;

(ii) such transfer is made in compliance with such reasonable requirements as the Company may prescribe including, without limitation to the preceding generality, delivery of the original instrument of transfer (which may be retained by the Company and, if such instrument is executed by some other person on its behalf,

the authority of that person to do so) and provision of all relevant details of the transferee for notices and other purposes; and

(iii) such transfer has been recorded on the register by the Company or its registrar, which registration shall not be delayed or withheld if conditions referred to in Clauses 5.1(d)(i) and 5.1(d)(ii) have been satisfied.

ARTICLE 6
COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

6.1 Covenants of the Company in favour of the Holder

So long as any indebtedness is owing to the Holder hereunder, the Company covenants in favour of the Holder as follows:

(a) The Company will pay or cause to be paid the Outstanding Principal Amount on the dates and in the manner provided herein.

(b) The Company will:

(i) maintain its corporate existence; and

(ii) advise the Holder upon becoming aware of any Event of Default hereunder.

(c) None of the Company, any of its predecessors, any affiliates, any director, executive officer, other officer participating in this transaction, any beneficial owner of twenty percent (20%) or more of the Company's outstanding voting equity securities, calculated on the basis of voting power ("Company Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act ("Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the U.S. Securities Act. Company has exercised reasonable care to determine (i) the identity of each person that is a Company Covered Person; and (ii) whether any Company Covered Person is subject to a Disqualification Event.

ARTICLE 7
DEFAULT

7.1 Events of Default

(a) The occurrence of any of the following events shall constitute an "**Event of Default**" under this Debenture:

(i) the non-payment of any Outstanding Principal Amount when due and payable hereunder, for 60 days after the applicable due date;

(ii) the commencement of proceedings for the dissolution, liquidation or winding-up of the Company unless such proceedings are being contested in good faith by proper and timely legal proceedings; or

(iii) if the Company ceases or threatens to cease to carry on its business or is declared bankrupt or insolvent or makes an assignment for the general benefit of creditors,

petitions or applies to any tribunal for the appointment of a receiver or trustee for it or for any part of its property which is material to its operations, or commences any proceedings relating to it under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or by any act indicates its consent to, approval of, or acquiescence in, any such proceeding for it or for any part of its property which is material to its operations, or suffers the appointment of any receiver or trustee (provided that, in the case of the appointment or purported appointment of a receiver or trustee on the application of a third party that is contested by the Company in good faith, on reasonable grounds and in a timely manner, and Event of Default shall not be deemed to have occurred where the relevant proceedings have been discharged, vacated or stayed within 60 days of such appointment).

(b) Upon the occurrence of an Event of Default, and following the expiry of any applicable periods for remedy set forth herein, the Holder may elect at its sole discretion, by written notice delivered in accordance with Section 9.1, for the Outstanding Principal Amount to become immediately due and payable.

7.2 Notice of Event of Default

The Company shall give notice in writing to the Holder of the occurrence of any Event of Default, promptly upon becoming aware of the same. Such written notice shall specify the nature of such default or Event of Default and, to the extent determined by the Company, the steps being taken to remedy the same.

ARTICLE 8
CANCELLATION AND SURRENDER

8.1 Discharge of Debenture

Upon conversion of all of this Debenture in accordance with Article 3 herein, or upon payment by the Company of all of the Outstanding Principal Amount as may be outstanding and payable from time to time (whether in cash or, in accordance with this Debenture as may be agreed between the Company and the Holder, in Common Shares), the Holder shall upon request in writing by the Company delivered to the Holder, deliver up this Debenture to the Company, and shall cancel and discharge this Debenture.

ARTICLE 9
GENERAL

9.1 Notice

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile or other means of electronic communication or by delivery as hereafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending (provided that the sender has received a successful transmission report with respect to all pages of the relevant notice and have not received a delivery failure report in respect of an email notice), or, if delivered by hand or recognized international courier, shall be deemed to have been received at the time it is delivered to the applicable address set forth below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries

on behalf of the addressee. Notice of change of address shall also be governed by this Section 9.1. Notices and other communications shall be addressed as follows:

(a) To the Holder, addressed as follows:

_____

_____

_____

_____

Attention: _____

Email: _____

(b) To the Company, addressed as follows:

Braxia Scientific Corp.
700 Bay Street, Suite 1903, Toronto, Ontario M5G 1Z6

Attention: Peter Rizakos, General Counsel
Email: [redacted - *personal information*]

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section 9.1.

9.2 Assignment

The Company may not assign this Debenture or any of its obligations associated with this Debenture unless (a) it has obtained the prior written consent of the Holder, or (b) such assignment is in connection with a transaction or series of transactions whereby all or substantially all of its undertaking, property or assets would become the property of any other person.

9.3 Remedies

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or statute.

9.4 Amendment; Waiver

Any term of this Debenture may be amended and the observance of any term of this Debenture may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Holder. No failure or delay on the part of the Holder in exercising any right, power or remedy provided herein may be, or may be deemed to be a waiver thereof; nor any single or partial exercise of any right, power or remedy preclude any other or further exercise of such right power or remedy or any other right, power or remedy.

9.5 Replacement of Debenture

If this Debenture shall become mutilated or be lost, stolen or destroyed and in the absence of notice that the Debenture has been acquired by a *bona fide* purchaser, the Company in its discretion may issue a new Debenture upon surrender and cancellation of the mutilated Debenture, or, in the event that a Debenture is lost, stolen or destroyed, in lieu of and in substitution for the same, and the substituted Debenture shall be in the form hereof and the Holder shall be entitled to benefits hereof. In case of loss, theft or destruction, the Holder shall furnish to the Company such evidence of such loss, theft or destruction as shall be satisfactory to the Company in its discretion acting reasonably together with an indemnity in form and substance mutually acceptable to the Company and the Holder, each acting reasonably. The applicant shall pay reasonable expenses incidental to the issuance of any such new Debenture.

9.6 Debenture not Listed or Traded

No application has been, or is intended to be, made to the CSE or any other listing authority, stock exchange or other market for this Debenture to be listed or otherwise traded.

9.7 Successors and Assigns

This Debenture shall inure to the benefit of the Holder and its successors and permitted assigns and transferees and shall be binding upon the Company and its successors and permitted assigns.

9.8 Governing Law and Dispute Resolution

This Debenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as a Ontario contract. The Holder hereby irrevocably submits to the jurisdiction of the courts of the Province of Ontario in respect of any action, suit or any other proceeding arising out of or relating to this Debenture.

9.9 Entire Agreement

This Debenture and the Subscription Agreement constitutes the entire agreement between the parties hereto pertaining to the matters therein set forth herein and supersedes and replaces any prior understandings or arrangements pertaining to this Debenture. Except as set forth in this Debenture and the Subscription Agreement, there are no warranties, representations or agreements between the parties in connection with such matters.

9.10 Severability

If any provision (or any part of any provision) contained in this Debenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Debenture, but this Debenture shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent such provision (or part thereof) is invalid, illegal or unenforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Debenture to be executed by a duly authorized officer.

DATED this _____ day of _____, 2022.

BRAXIA SCIENTIFIC CORP.

Per: _____
Roger McIntyre
CEO

SCHEDULE A

Conversion Notice

Relating to the Unsecured Convertible Debenture
Due December 31, 2023

TO: Braxia Scientific Corp.

The undersigned registered holder of the above referenced convertible debenture (the "**Debenture**") hereby irrevocably elects to convert CAD$_____ of Outstanding Principal Amount into Common Shares at a Conversion Price of CAD$____ per Common Share in respect of the Outstanding Principal Amount all in accordance with the terms of the Debenture.

All capitalized and undefined terms herein, unless the context otherwise requires, shall have the meanings ascribed thereto in the Debenture.

DATED: _____, _____.

<*>

Per: _____
[Name]
[Title]

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: National Securities Administrators Ltd., as registrar and transfer agent for Braxia Scientific Corp.

AND TO: Braxia Scientific Corp.

The undersigned (a) acknowledges that the sale of _____ represented by certificate number _____ of Braxia Scientific Corp. (the "**Company**") to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") and (b) certifies that (1) the undersigned is not an "affiliate" (as that term is defined in Rule 405 under the U.S. Securities Act) of the Company, (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (B) the transaction was executed in, on or through the facilities of a Designated Offshore Securities Market as defined in Regulation S under the U.S. Securities Act and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace such securities with fungible unrestricted securities of the Company, and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____ _____

Name of Seller

By:_____

Name:

Title:

Exhibit D

Consideration Shares Allocation Schedule

Consideration Shares **42,144,629**

Shareholder	KetaMD Ownership	Consideration Shares Allocation
Warren Gumpel	28.6%	12,041,323
Michael Zapolin	20.4%	8,600,945
Kaia Roman	20.4%	8,600,945
Leann Taylor	11.2%	4,730,520
Marsha Belinson	2.0%	860,094
Jamie Rollins	2.0%	860,094
Dr. Daniel Kang	3.1%	1,290,142
Mark Worster	1.5%	645,071
Melissa Morocco	0.2%	86,009
Thea Stevens	0.2%	86,009
Cary Lee Leuer	0.2%	86,009
Audrey Patchett	0.3%	132,455
Thought Factory, LLC	3.1%	1,290,142
JKW Family LTD	3.1%	1,290,142
Jason Brown	0.3%	127,294
Justin Stone	0.3%	127,294
Reese Jones (Advisor)	2.0%	860,094
Dr. Sanjiv Chopra (Advisor)	0.5%	215,024
Dr. Yousif A-Rahim (Advisor)	0.5%	215,024
Total	**100.0%**	42,144,629

EXHIBIT E
KETAMD, INC. - GOVERNANCE STRUCTURE

[Redacted - *commercially sensitive*]

Exhibit F

Earnout Shares Allocation Schedule

Consideration Shares **21,915,207**

Shareholder	KetaMD Ownership	Earnout Shares Allocation
Warren Gumpel	28.6%	6,261,488
Michael Zapolin	20.4%	4,472,491
Kaia Roman	20.4%	4,472,491
Leann Taylor	11.2%	2,459,870
Marsha Belinson	2.0%	447,249
Jamie Rollins	2.0%	447,249
Dr. Daniel Kang	3.1%	670,874
Mark Worster	1.5%	335,437
Melissa Morocco	0.2%	44,725
Thea Stevens	0.2%	44,725
Cary Lee Leuer	0.2%	44,725
Audrey Patchett	0.3%	68,876
Thought Factory, LLC	3.1%	670,874
JKW Family LTD	3.1%	670,874
Jason Brown	0.3%	66,193
Justin Stone	0.3%	66,193
Reese Jones (Advisor)	2.0%	447,249
Dr. Sanjiv Chopra (Advisor)	0.5%	111,812
Dr. Yousif A-Rahim (Advisor)	0.5%	111,812
Total	**100.0%**	**21,915,207**

Exhibit G

[Redacted - ***commercially sensitive***]

EXHIBIT H

VOTING SUPPORT AGREEMENT

This voting support agreement (this "**Agreement**") is made and entered into as of August 2, 2022 by and among Braxia Scientific Corp., a company incorporated under the *Business Corporations Act* (British Columbia) (the "**Company**") and the undersigned shareholders of KetaMD, Inc., a company organized under the laws of the State of Florida ("**KetaMD**"), the "**KetaMD Shareholders**" and each a "**KetaMD Shareholder**").

WHEREAS each KetaMD Shareholder is the registered and/or beneficial owner of that number of issued and outstanding common shares in the capital of KetaMD (the "**KetaMD Shares**"), set forth on the KetaMD Shareholder's signature page attached to this Agreement;

AND WHEREAS the Company, KetaMD and the KetaMD Shareholders have entered into a stock purchase agreement (the "**SPA**") concurrently with the entering into of this Agreement whereby the Company will acquire all of the issued and outstanding shares of KetaMD subject to the terms and conditions of the SPA (the "**Acquisition**");

AND WHEREAS as consideration for the Acquisition, the KetaMD Shareholders will receive a certain number of common shares in the capital of the Company, including common shares that may be received in the future on an earnout basis (the "**Common Shares**") in exchange for their KetaMD Shares;

AND WHEREAS on completion of the Acquisition, the KetaMD Shareholders will own or control approximately 17.5% of the voting rights attached to the outstanding Common Shares, on an undiluted basis;

AND WHEREAS in connection with the Acquisition, the Company has agreed, among other things, to grant the KetaMD Shareholders the right (the "**Nomination Right**") to nominate one individual (the "**KetaMD Nominee**") to the board of directors of the Company (the "**Board**") and to support such KetaMD Nominee's position on the Board for so long as the KetaMD Shareholders own over 5% of the Common Shares of the Company on an undiluted basis (the "**Minimum Ownership Threshold**");

AND WHEREAS each KetaMD Shareholder has agreed to certain voting support provisions over all of the Common Shares and other voting securities held by such KetaMD Shareholder;

NOW THEREFORE in consideration of the premises and the mutual terms, covenants and conditions contained herein, the parties hereto hereby agree as follows:

ARTICLE 1
VOTING PROVISIONS

1.1 Board Composition

(a) Subject always to the fiduciary duties of the directors and applicable laws:

(i) between meetings of the Company's shareholders at which shareholder approval is sought for the election of directors and at such meetings, if the KetaMD Shareholders collectively own or exercise control or direction over the Minimum Ownership Threshold and the KetaMD Shareholders have fewer than one nominee on the Board, the KetaMD Shareholders have the right to nominate and have elected / appointed one representative (to bring its total to one representative on the Board) as the KetaMD Nominee at any time to stand for appointment to the Board by the existing directors to fill any vacancy on the Board or as an additional director in accordance with, and subject to, the provisions of the *Business Corporations Act* (British Columbia) (the "**Act**") and the Company's articles, and such KetaMD Nominee shall receive the recommendation of management with respect to any such meeting of shareholders of the Company called for such purpose; and

(ii) if the KetaMD Nominee director resigns or is removed, for any reason, the vacancy will be filled by the election or appointment of a new KetaMD Nominee nominated by the KetaMD Shareholders, provided the KetaMD Shareholders are, at that time of the election or appointment of the new KetaMD Nominee, the holders of not less than the Minimum Ownership Threshold.

(b) If the KetaMD Shareholders collectively dispose of all of their Common Shares, the KetaMD Nominee shall immediately resign as a director of the Company and the parties shall execute such documents as may be necessary to effect such resignation including, but not limited to, a mutual release on terms acceptable to both the KetaMD Nominee and the Company, each acting reasonably.

1.2 Nominee Appropriateness

The Company shall only be obligated to appoint, elect or support the election or appointment of the KetaMD Nominee or other nominee of the KetaMD Shareholders in accordance with Section 1.1 if the appointment or election of the KetaMD Nominee or other nominee of the KetaMD Shareholders is permitted pursuant to Section 124 of the Act, and such KetaMD Nominee or other nominee of the KetaMD Shareholders has not: (a) ever, in any jurisdiction, pled guilty or been found guilty of an offence; (b) been an insider of any issuer, in any jurisdiction, which, at the time of the events, where the issuer has pled guilty to or was found guilty of an offence; and (c) been reprimanded, suspended, fined, by any securities regulatory authority or self-regulatory entity, had a registration or license suspended, cancelled, restricted by such an authority, been prohibited or disqualified by such an authority under securities, corporate or any other legislation from acting as a director of a reporting issuer. For the purposes of the foregoing, the term "offence" shall mean: (i) an indictable offence under the *Criminal Code* (Canada), (ii) a felony under the criminal legislation of the United States of America, or (iii) a quasi-criminal offence under the *Income Tax Act* (Canada), the *Securities Act* (Ontario) or the tax, immigration, drugs, firearms, money laundering or securities legislation of any jurisdiction.

ARTICLE 2
VOTING SUPPORT

2.1 Voting Support

(a) Each KetaMD Shareholder agrees to vote, or cause to be voted, all Common Shares owned by such KetaMD Shareholder and over which such KetaMD Shareholder has voting control, from time to time and at all times, including, for greater certainty any Common Shares acquired after the completion of the Acquisition, in whatever manner shall be necessary to ensure that at each annual or special meeting of the shareholders of the Company at which an election of directors is held, or involving any other proposed resolution of the shareholders of the Company:

(i) to elect or appoint the KetaMD Nominee in accordance with the exercise of the Nomination Right;

(ii) to elect or appoint all of the additional nominees to the Board in accordance with the recommendations of the Company's Nomination/Corporate Governance Committee, or if no such committee exists, then as recommended by the Board; and

(iii) to vote in favour of or against any such other proposed shareholder resolutions as recommended by the Board.

(b) Each KetaMD Shareholder agrees to have such KetaMD Shareholder's Common Shares counted as part of a quorum in connection with any meeting to consider any of the matters set forth in Section 2.1(a).

(c) Each KetaMD Shareholder agrees not to exercise any rights of dissent with respect to any of the matters set forth in Section 2.1(a).

(d) Each KetaMD Shareholder agrees to execute any written resolutions required to perform the obligations of this Agreement, and shall, whenever required, deliver or cause to be delivered duly executed and irrevocable form of proxies in respect of any such matter not less than five (5) days prior to the date of any such meeting to management of the Company.

(e) If any of a KetaMD Shareholder's Common Shares are registered in the name of a person other than the KetaMD Shareholder or otherwise held other than personally, the KetaMD Shareholder will cause the registered owner of such securities to perform all covenants of the KetaMD Shareholder under this Agreement as if such person was the KetaMD Shareholder.

(f) The obligations of KetaMD Shareholders contained in this Article 2, with the exception of paragraph 2.1 (a) (ii), shall be in effect for three (3) years from the date of execution of this Agreement. After the third anniversary date of this Agreement, the obligations in this Article 2, with the exception of those in paragraph 2.1 (a) (ii), shall be of no further force and effect.

ARTICLE 3
PERMITTED TRANSFER

3.1 Permitted Transfer

Nothing herein shall affect the ability of the KetaMD Shareholders to dispose, transfer or sell any of the Common Shares that the KetaMD Shareholders own or control. Any transferee shall have the same rights, entitlements, and obligations of the KetaMD Shareholder under this Agreement, and may be required by the Company to enter into an agreement to such effect prior to such transfer.

ARTICLE 4
REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

4.1 Representations, Warranties and Acknowledgements of each KetaMD Shareholder

Each KetaMD Shareholder represents, warrants, and acknowledges that the Company is relying upon these representations, warranties and acknowledgements in connection with entering into this Agreement, that:

(a) it has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of the obligations under this Agreement. This Agreement has been duly executed and delivered by it and, assuming the due authorization, execution and delivery by the other parties, constitutes a legal, valid and binding obligation, enforceable by the other parties against it in accordance with its terms, subject, however, to limitations imposed by applicable law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;

(b) in the event the KetaMD Shareholder is not an individual, it is validly existing under the laws of its jurisdiction of incorporation or organization and has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder;

(c) it irrevocably consents to this Agreement being made publicly available, including by filing on SEDAR, if required by applicable law or the policies of any stock exchange on which any securities of the Company may be listed.

ARTICLE 5
COVENANTS

5.1 Covenants of the KetaMD Shareholder

(a) Each KetaMD Shareholder covenant to not, directly or indirectly through any employee, representative or otherwise, solicit proxies or become a participant in a solicitation in opposition to a nominee to the Board, other than in compliance with the terms of this Agreement in connection with the KetaMD Shareholder exercising their right to appoint or elect directors in accordance with section 2.1.

(b) Each KetaMD Shareholder covenants to promptly notify the Company of the number of any additional securities of the Company over which the KetaMD Shareholder acquires direct or indirect legal or beneficial ownership or direct or indirect control or direction, if any, after the date

hereof and until a Termination Event. Any such securities shall be subject to the terms of this Agreement as though they were Common Shares owned by such KetaMD Shareholder on the date hereof.

5.2 Covenant of the Company

The Company by its execution hereof hereby acknowledges that it has actual notice of the terms of this Agreement, and that it consents thereto and shall at all times during the continuance hereof be governed by this Agreement in carrying out its business and affairs and accordingly shall give or cause to be given such notices, execute or cause to be executed such deeds, transfers and documents or do or cause to be done all such acts, matters and things as may from time to time be necessary or conducive to the carrying out of the terms and intent hereof.

ARTICLE 6
TERMINATION

6.1 Termination

This Agreement shall terminate upon the earlier of any one or more of the following (each, a "**Termination Event**"):

(a) the aggregate number of Common Shares held by the KetaMD Shareholders, collectively, falls below the Minimum Ownership Threshold;

(b) the completion of the liquidation and distribution to the shareholders of all or substantially all of the assets of the Company;

(c) on the day that is thirty (30) days after the occurrence of a change of control of the Company;

(d) the adjudication of the Company as a bankrupt, the execution by the Company of an assignment for the benefit of creditors or the appointment of a receiver of the Company;

(e) the voluntary or involuntary dissolution of the Company; or

(f) the written agreement of the KetaMD Shareholders and the Company.

ARTICLE 7
MISCELLANEOUS

7.1 Benefit

This Agreement will only bind and inure to the benefit of, and will only be enforceable by and against, the original parties hereto and any permitted assigns under this Agreement.

7.2 Not Acting Jointly or in Concert

Nothing in this Agreement shall cause or deem the Company, KetaMD or the KetaMD Shareholders to be acting jointly, in concert (within the meaning of the *Securities Act* (Ontario)) or in combination.

7.3 Notices

Any notice, direction or other communication given pursuant to this Agreement must be in writing, sent by personal delivery, courier, facsimile or email and addressed:

(a) to the Company at:

Braxia Scientific Corp.
700 Bay Street, Suite 1903
Toronto, Ontario
M5G 1Z6
Attention: Peter Rizakos, General Counsel
Email: [redacted - *personal information*]

(b) to the KetaMD Shareholder at the address set forth on the KetaMD Shareholder's signature page attached to this Agreement.

7.4 Amendments and Waivers

This Agreement may be amended, modified or terminated and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by the Company and each of the KetaMD Shareholders. Any amendment, modification, termination or waiver so effected shall be binding upon the parties hereto and all of their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns whether or not such successor or permitted assign entered into or approved such amendment, termination or waiver. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

7.5 Aggregation of Common Shares

All Common Shares held or acquired by any KetaMD Shareholder shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

7.6 Manner of Voting

The voting of Common Shares pursuant to this Agreement may be effected in person, by proxy, by written consent or in any other manner permitted by applicable law. For the avoidance of doubt, voting of the Common Shares pursuant to the Agreement need not make explicit reference to the terms of this Agreement.

7.7 Dispute Resolution

The parties: (a) hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the province of Ontario for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement; (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the courts of the province of Ontario; and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient

forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

7.8 Interpretation

(a) **Governing Law.** This Agreement and the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(b) **Number; Derivatives.** Words in the singular shall be construed to include the plural and vice versa, unless the context otherwise requires. Where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

(c) **References and Headings.** The references "hereunder", "herein" and "hereof" refer to the provisions of this Agreement, and references to Articles, Sections and clauses herein refer to articles, sections, subsections or clauses of this Agreement. The headings appearing in this Agreement are inserted only for convenience of reference and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

(d) **Severability.** Every provision in this Agreement is intended to be severable. In the event that any provision in this Agreement shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement; provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

7.9 Entirety and Modification

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and may not be modified, supplemented or amended in any respect except by written instrument executed by all parties hereto.

7.10 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Voting Support Agreement as of the date first written above.

BRAXIA SCIENTIFIC CORP.

By: _____
Name: Roger McIntyre
Title: CEO

_____
(Print Name of Securityholder)

_____
(Signature of Securityholder or Authorized Signatory)

_____
(Place of Residency)

_____
(Print Name and Title)

Address: _____

_____

_____

Telephone: _____

Email: _____

_____
(Number of Shares Held)

_____
(Number of Options Held)

_____
(Number of Warrants Held)

_____
(Principal Amount of Debentures Held)

Exhibit I

[Redacted - ***commercially sensitive***]

Schedule 3.2(c)
Material Adverse Effect

[*redacted - commercially sensitive*]

Schedule 3.2(d)
Employment Agreements

Other than the employment agreements to be signed by Warren Gumpel and Leann Taylor, attached hereto, there are no other employment agreements at this time. All other service providers are currently 1099 contractors and KetaMD, Inc. has provided such independent contractor agreements within the due diligence information provide to Purchaser.

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is dated as of August 2, 2022, by and between **KetaMD, Inc**., a company organized under the laws of the State of Florida (the "Company"), **Warren Gumpel**, an individual residing in the state of Florida (the "Employee") and **Braxia Scientific Corp**. ("Braxia"), a company organized under the laws of the Province of British Columbia.

WHEREAS, the Company desires to employ the Employee on the terms and conditions and for the consideration hereinafter set forth and the Employee is willing to serve as an employee of the Company on such terms and conditions and for such consideration; and

WHEREAS, the Company is a wholly-owned subsidiary of Braxia and Braxia is a party to this agreement to provide certain assurances to the Employee as set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the Company, the Employee and Braxia hereby agree as follows:

1. **Employment and Duties.**

(a) General. The Employee shall serve as the Chief Executive Officer of the Company and, in accordance with the Company's employee policies and procedures. The Employee shall have such duties and responsibilities commensurate with such position as the Board of Directors of the Company ("Board") shall determine from time to time, and shall devote his full time to such duties. The Employee shall report to Braxia's CEO, Roger McIntyre.

(b) Standard Level of Services. For so long as the Employee is employed by the Company, the Employee shall devote such time and attention as is reasonably necessary to perform those duties on a full-time basis.

2. **Term.** The Employee's employment under this Agreement shall commence as of August 2, 2022 (the "Effective Date") and this Agreement shall continue indefinitely, unless and until the Agreement is terminated in accordance with the terms set out in Section 4 of this Agreement.

3. **Compensation and Other Benefits.** The Employee's compensation and benefits are set forth in **Exhibit A** (the "Compensation").

(a) Compensation at End of Employment. Upon cessation of the Employee's employment, for any reason, the Employee shall be paid any compensation earned up to and including the date employment ends, in accordance with the Company's payroll procedures and applicable state and federal governing laws together with any special payments on termination as set forth in Section 4 below. Except as otherwise expressly provided herein, or required by applicable law, the Employee shall not be entitled to any further compensation.

(b) Cooperation. The Company agrees to take commercially reasonable efforts to provide all materials and information as may be necessary for, and will otherwise cooperate

with, the Employee in an effort to maximize the successful performance of her duties under this Agreement.

(c) Compensation upon Change of Control. Upon a Change of Control, as defined below, the time periods referred to in sections 4 (f) (iii) (A) and (C) shall be a minimum of six (months).

"Change of Control" shall mean any of the following: (i) any transaction (which shall include a series of transactions occurring within sixty (60) days or occurring pursuant to a plan) that has the result that the shareholders of Braxia immediately before such transaction cease to own at least fifty-one percent (51%) of the voting stock of Braxia, or of any entity that results from the participation of Braxia in a reorganization, consolidation, merger, liquidation or any other form of corporate transaction, (ii) individuals who constitute the current Braxia Board of Directors cease for any reason to constitute at least a majority of the Board of Directors of Braxia, or (iii) a sale or exchange of all or substantially all of the assets of Braxia.

4. **Termination**.

(a) Automatically upon the Employee's Death. The Employee's employment shall terminate automatically and immediately upon their death, and any amounts owing to the Employee shall be paid to the Employee's estate within 30 days of the Employee's death.

(b) By the Company due to Disability. If the Company determines in good faith that the Disability (as defined below) of the Employee has occurred, the Company may give to the Employee written notice of its intention to terminate the Employee's employment. In such event, the Employee's employment with the Company shall terminate effective on the receipt of such notice by the Employee. For purposes of this Agreement, "**Disability**" shall mean a physical or mental impairment which renders the Employee unable, for a total of at least six (6) consecutive months during any twelve (12) month period, to perform the essential functions of the Employee's position with reasonable accommodation. The Company shall make the determination of Disability under this Agreement in good faith based upon objective evidence supplied by the Employee and/or the Employee's medical personnel, as well as information from medical personnel (or others) selected by the Company and/or its insurers.

(c) By the Company for Just Cause. The Company may immediately terminate the Employee's employment for Just Cause. For purposes of this Agreement, "**Just Cause**" shall mean anything that would constitute just cause for the immediate termination of the Executive's employment under applicable law.

(d) By the Company Other than for Just Cause, Death or Disability. The Company may terminate the Executive's employment at any time, other than for Just Cause, death or Disability, prior to the Agreement's expiry, upon providing the Employee with notice of termination or the special severance payment in lieu of notice described in Section 4(f) below.

(e) By the Employee. The Employee may terminate this Agreement and the Employee's employment, by providing four (4) weeks' written notice to the Company, which notice may be waived by the Company, in whole or in part, in its sole discretion.

(f) Obligations of the Company upon Termination.

(i) Death or Disability. Subject to the provisions of the Americans With Disabilities Act ("ADA"), Family Medical Leave Act ("FMLA"), (and other state's applicable legislation) Family Rights Act ("CFRA") and Uniformed Services Employment and Reemployment Rights Act ("USERRA"), if the Company determines in good faith that the Disability (as defined above) of the Employee has occurred or the Employee dies while employed hereunder, the Employee's employment and the Employee's rights to compensation hereunder shall automatically terminate (without notice) at the close of business on the date on which death occurs, or the Employee receives notice pursuant to Section 4(b) above that the Agreement is being terminated because of the Disability. The Company shall pay the Employee any compensation earned by the Employee as of the date of such termination in accordance with the normal payroll practices of the Company or as otherwise required under applicable law.

(ii) By the Company for Just Cause. If the Employee's employment is terminated by the Company for Just Cause, this Agreement shall terminate without further obligations to the Employee other than for payment of any unpaid salary earned by the Employee to the date of the Employee's termination, less applicable withholdings and deductions.

(iii) By the Company Other than for Just Cause, Death or Disability. In the event of (1) a termination of Employee's employment by the Company without Just Cause, death or Disability, or (2) a resignation by Employee for "Good Reason" (as defined below), in addition to any unpaid amounts or reimbursement owed by the Company to Employee through the date of termination, Employee will be eligible to receive certain payments, collectively the "Severance Payments", as follows: (A) continuation of Employee's Base Salary (as defined in Exhibit A) for four (4) months following the effective date of termination; (B) a pro rata portion of her Annual Bonus (as defined in Exhibit A) for the year in which Employee was terminated; and, (C) payment by the Company of the employee portion of Employee's medical insurance under COBRA for a period of four (4) months following the effective date of termination; and, (D) accelerated vesting of unvested stock options, subject to securities laws and the rules and regulations of the exchange where Braxia common shares are listed. The receipt by Employee of the Severance Payments are subject in each case to Employee's execution and non-revocation of a general release of claims in a form reasonably acceptable to the parties, and Employee's continued compliance with post-employment confidentiality covenants set forth below. The time periods specified above in sections 4 (f) (iii) (A) and (C) shall increase to six (6) months in the event that the 2023 Financial Milestone (as defined in Exhibit A) is met and twelve (12) months in the event the 2024 Financial Milestone (as defined in Exhibit A) is met. The Employee shall have no further entitlements whatsoever upon the termination of the Employee's employment, except as specifically set out in this Agreement.

(iv) "Good Reason" means (i) any material breach by the Company or Braxia of the terms and provisions of this Agreement; (ii) a material adverse change in Employee's authority, title, duties or responsibilities in effect immediately prior to such change, or a reduction of Employee's Base Salary; or (iii) relocation of Employee's place of employment more than 50 miles from her current place of

employment. Employee shall first be required to provide the Company and Braxia with written notice of any such event which Employee contends constitutes Good Reason within forty-five (45) days after the occurrence of such event, and thereafter provide Company and Braxia thirty (30) days to cure such event and/or breach.

(g) Notice of Termination. For the purposes of this Agreement, any termination of Employee's employment by the Company or by Employee shall be communicated by written notice ("Notice of Termination") to the other parties hereto. For purposes of this Agreement, a Notice of Termination shall mean written notice which shall indicate the reason for termination.

(h) Termination by the Employee. If the Employee terminates this Agreement by providing four (4) weeks' written notice to the Company and such notice is waived by the Company, in whole or in part, the Employee shall nevertheless receive payment of salary to the end of the written notice period stipulated by the Employee and continuation of any applicable benefits up to the end of the written notice period stipulated by the Employee.

(i) Exclusive Remedy; Conditions. The Employee agrees that the payments and benefits set out in this Section 4 shall constitute the exclusive and sole entitlement of the Employee in respect of any termination of the Executive's employment, for any reason. As a condition of receiving any payments under this Section 4 in excess of any payments required by applicable employment standards legislation, the Employee agrees to sign a Full and Final Release in favor of the Company and its affiliates.

(j) Deemed Resignation from Boards. For the purposes of this Agreement, any termination of Employee's employment by the Company or by Employee shall be deemed a resignation by the Employee from any board positions held with the Company, Braxia or any affiliates or subsidiaries, and the Employee agrees to sign any other documentation required by the Company or Braxia to evidence the same.

(k) Other. For further clarity, and except as expressly provided herein, in the event of any termination of the Employee's employment with the Company pursuant to this Section 4, Employee's rights, title and interest with respect to any stock options shall be determined in accordance with the applicable plans and policies adopted by the Company in respect of same.

5. **Ancillary Agreements.** This Agreement incorporates by this reference that certain Inventions, Confidentiality, Non-Solicitation Agreement, attached hereto as **Exhibit B**, between the Company and the Employee and furthers the Company's agreements to: (i) disclose, and to continue to disclose its Confidential Information and Trade Secrets to the Employee; (ii) provide initial and continued training, education and development to the Employee; (iii) provide the Employee with Confidential Information and Trade Secrets about, and the opportunity to develop relationships with, the Company's employees, customers and suppliers, and employees and agents of its customers and suppliers. A default under or breach of the Inventions, Confidentiality, and Non-Solicitation Agreement shall constitute a breach of this Agreement.

6. **Braxia Guarantee.** Braxia hereby fully guarantees the performance of the Company to the Employee herein in all respects. In the event the Company does not perform any of its obligations herein, the Employee shall be entitled to seek redress from Braxia.

7. **Insurance and Indemnification.**

(a) Indemnification. The Company shall indemnify the Employee for any and all acts taken in her corporate capacity as an officer and director of the Company, and Braxia if applicable, to the maximum extent permitted by law and by the Company's governing documents.

(b) Director and Officer Insurance. The Company or Braxia shall maintain Director and Officer liability insurance coverage as to Employee. Subsequent to the termination of Employee's employment, the Company shall ensure that the insurance coverage is continued with respect to any claim made against the Employee with respect to acts or omissions occurring during the time she was employed by the Company.

8. **Miscellaneous.**

(a) Defense of Claims. The Employee agrees that, during the term, and for a period of twelve (12) months after termination of the Employee's employment, upon request from the Company, the Employee will cooperate with the Company in the defense of any claims or actions that may be made by or against the Company that affect the Employee's prior areas of responsibility, except if the Employee's reasonable interests are adverse to the Company in such claim or action. The Company agrees to promptly reimburse the Employee for all of the Employee's reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply with the Employee's obligations under this Section 8(a). In addition, Employee shall be compensated for her time assisting with such defense of claims at an hourly rate of $250 per hour.

(b) Mutual Non-disparagement. The Employee agrees that at no time during her employment by the Company or thereafter shall she make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, business or character of the Company, its affiliates or any of its respective directors, officers or employees. The Company agrees that, upon a termination of the Employee's employment with the Company, it shall instruct its key employees and management (including any officers, directors and managers) not to make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation or character of the Employee.

(c) Amendment, Waiver. This Agreement may not be modified, amended or waived in any manner, except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

(d) Entire Agreement, Supersedes Previous Agreements. This Agreement, along with Exhibits attached hereto and incorporated herein by this reference, contains the entire agreement and understanding of the parties hereto with respect to the matters covered herein and supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with

respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

(e) Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles thereof. Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in Palm Beach County, Florida , for the purposes of any proceeding arising out of or based upon this Agreement.

(f) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(g) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(h) No Assignment. Neither this Agreement nor any of the Employee's rights and duties hereunder, shall be assignable or delegable by the Employee. Any purported assignment or delegation by the Employee in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

(i) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

(j) Notices. For the purpose of this Agreement, any notice, request or approval pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered if transmitted by: (a) personal delivery; (b) three (3) days after it has been mailed by nationally recognized overnight courier service addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith; (c) facsimile; or (d) electronic mail, along with a secondary form of transmission.

If to the Company:	If to the Employee:
KetaMD, Inc. 382 NE 191st Street PMB 58288 Miami, FL 33179 Attention: Leann Taylor Email: *[redacted – personal information*]	*[redacted – personal information*]

If to Braxia: Braxia Scientific Corp. 700 Bay Street Suite 1903 Toronto, Ontario M5G 1Z6 Attention: Roger McIntyre, CEO Email: *[redacted – personal information*]	

(k) Prior Employment. The Company has employed the Employee for the Employee's general skills, management abilities and experience in the Company's business or related industries. The Employee acknowledges that she has been specifically instructed not to bring, disclose or use in any fashion any confidential information, trade secrets, proprietary information, data or technology, nor any confidential pricing information, belonging to any prior employer. In no event is the Employee authorized to use or disclose any such information to the Company or any of its employees.

(l) Employee's Representations. The Employee hereby represents to the Company that:

(i) all confidential information, trade secrets or proprietary information, data or technology, belonging to any prior employer, including those that might have been contained on the Employee's personal computer, cell phone or other electronic communications or storage device have been returned and/or deleted in accordance with any policy of or agreement with the Employee's prior employer;

(ii) the execution and delivery of this Agreement by the Employee and the Company and the performance by the Employee of her duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which the Employee is a party or otherwise bound; and

(iii) The Employee has not been subject to any investigation or sanction of any type, or denied any license or approval, by any federal, state, or local government, quasi-government and private industry authority.

(m) Withholding of Taxes. The Company may withhold from any amounts or benefits payable under this Agreement all taxes it may be required to withhold pursuant to any applicable law or regulation.

(n) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(o) Survival. The provisions of this Agreement, together with the provisions of ancillary agreements specifically referenced herein, shall each survive the termination of the Employee's employment, regardless of how such termination is caused.

(p) Legal Fees. If any party to this Agreement, institutes any action or proceeding to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all legal costs and expenses incurred by the prevailing party in such action, including, but not limited to, reasonable attorneys' fees, paralegal fees, law clerk fees and other legal costs and expenses, whether incurred at or before trial, and whether incurred at the trial level or in any appellate, bankruptcy or other legal proceeding.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

BY EMPLOYEE:

_____

Print Name: WARREN GUMPEL

Date:

BY KETAMD, INC.:

_____

Its: President and COO

Date:

BY BRAXIA SCIENTIFIC CORP.:

"Roger McIntyre"_____

Roger McIntyre CEO

Date:

EXHIBIT A

Compensation

[Redacted – *commercially sensitive*]

EXHIBIT B

INVENTIONS, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

As a condition of employment with KetaMD, Inc., a company organized under the laws of the State of Florida, its subsidiaries, affiliates, successors, or assigns (together, the "Company"), Employee's receipt of compensation now and hereafter paid to Employee by the Company, and in exchange for the Company's agreement to provide Employee with access to the Company's Confidential Information and Trade Secrets (as defined below), Employee and the Company enter into this Inventions, Confidentiality, and Non-Solicitation Agreement (the "Agreement"), effective as of the date signed by Employee below.

1. **Confidential Information and Trade Secrets of Company.** During the term of employment, the Company will provide Employee with access to and the opportunity to become familiar with its confidential information and various trade secrets, including but not limited to technology, plans, business plans, acquisition and expansion plans, internal procedures and methods of operation, business development plans, pricing and marketing information, financial information, personnel information, training information and manuals, inspection and testing procedures, acceptance testing procedures, passwords, management systems, recruitment strategies, non-public commercial data, formula, concepts, blueprints, diagrams, designs, charts, drawings, working papers, inventions, instructions, prototypes, processes, manufacturing or production data, manufacturing processes and techniques, product information (including but not limited to product specifications, machinery and equipment specifications, and raw materials usage), trade secrets, customer lists, customer credit information, information concerning customer preferences and needs, employee lists, resumes and applications of prospective employees, consultant lists, information relating to employee or consultant compensation and benefits; vendor and supplier lists and information, patent applications, methods, techniques, research, product development, sources of supply information, compositions, ideas, or any other material that assists the Company with its business operations and that the Company would not want disclosed to third parties, and any other information provided to the Company by a third party under restrictions against disclosure or use by the Company or others, and other business information disclosed to or made known to Employee as a consequence of or through Employee's employment by the Company either directly or indirectly (whether or not reduced to writing, whether or not marked as "confidential," and whether or not patentable or protectable by copyright) (collectively referred to hereafter as Company's "Confidential Information and Trade Secrets"). For purposes of this Agreement, Confidential Information shall not include and Employee's obligations shall not apply to information that is now or subsequently becomes generally available to the public, other than by a breach by Employee of this Agreement.

2. **Employee Confidentiality Obligations.** Employee agrees to keep all such information confidential and not to disclose any such Confidential Information and Trade Secrets, directly or indirectly, to any third party without the prior express written consent of the Company. Employee also agrees not to use such Confidential Information and Trade Secrets in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of employment with the Company. All such Confidential Information and Trade Secrets, including but not limited to files, records, customer lists, manuals, documents, drawings, specifications,

personal notes, personal property, and similar items related to the business of the Company, whether or not prepared by Employee, shall remain the exclusive property of the Company.

3. **Return of Documents, Equipment, Etc.** Immediately upon the termination of this Agreement or whenever requested by the Company, Employee shall immediately deliver to Human Resources all property of the Company in Employee's possession or under Employee's control, including but not limited to all items listed above and all other records, files, lists, supplies, and personal property of the Company.

4. **Confidential Data of Customers of the Company.** In the course of performing duties under this Agreement, Employee will have access to and be handling substantial information concerning customers and clients of the Company. All information is considered confidential by the Company and shall not be disclosed, directly or indirectly, to any person or entity prior to termination of this Agreement or thereafter without the prior written consent of the Company.

5. **Inventions, Patents, and Copyright Works.** Employee recognizes, acknowledges, and agrees that the Company is the owner of certain inventions (whether patentable or not), discoveries, improvements, designs, ideas (whether or not shown or described in writing or reduced to practice) scientific and technical information, data and know-how of any nature including, and in addition to, any Confidential Information and Trade Secrets, and certain trademarks, tradenames, domain names, and copyrightable works including, but limited to, literary works (including all written material), books, brochures, catalogs, manuals, training materials, directories, compilations of information, compilations of inspection or testing procedures, computer programs, software (object and source code), protocols, system architectures, advertisements, artistic and graphic works (including designs, graphs, drawings, blueprints, and other works), recordings, models, photographs, slides, motion pictures, audio-visual works, and the like, regardless of the form or manner in which documented or recorded (collectively, "Intellectual Property"). Further, Employee agrees as follows:

(a) Keep Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(b) Notification of Company. Employee agrees to promptly disclose to the Company all Intellectual Property and other proprietary information which Employee may author, create, make, conceive, or develop, either solely or jointly with others, whether inside or outside normal working hours or on or off Company premises, during the term of employment with the Company.

(c) Transfer of Rights. Employee agrees that all Intellectual Property that Employee develops (in whole or in part, either alone or jointly with others) shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, mask-work rights, and registrations and other rights in connection therewith. Employee acknowledges that all original works of authorship that are made by Employee (solely or jointly with others) within the scope of and during the period of employment

with the Company shall be considered "works made for hire" under applicable copyright law, to the extent possible. Employee agrees to and does hereby assign, grant, and convey to the Company, its successors and assigns, Employee's entire right, title, and interest in and to all Intellectual Property and other proprietary rights and information which Employee may author, create, make, receive, or develop, either solely or jointly with others, whether inside or outside normal working hours or on or off Company premises, during the term of employment with the Company. To perfect the Company's ownership of such Intellectual Property, Employee hereby assigns to the Company any rights that Employee may have or acquire in such Intellectual Property, including the right to modify such Intellectual Property, and otherwise waives and/or releases all rights of restraint and moral rights in the Intellectual Property.

(d) Assistance in Preparation of Applications. As to all such Intellectual Property, Employee further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, or other intellectual property or propriety rights, mask-work rights or other rights in such Intellectual Property in any and all countries, and Employee will execute all documents for use in applying for and obtaining such rights and enforcing them as the Company may desire, together with any assignments of them to the Company or persons designated by the Company. If the Company is unable for any reason whatsoever to secure Employee's signature to any lawful and necessary document required to apply for or execute any application with respect to such Intellectual Property (including renewals, extensions, continuations, divisions or continuations in whole or in part thereof), Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agents and attorneys-in-fact to act for and in Employee's behalf and to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trade secrets or other intellectual property or propriety rights, mask work rights or other rights thereon, with the same legal force and effect as if executed by Employee.

6. **Non-Solicitation of Customers and Clients.** Employee hereby acknowledges and recognizes that, in the course of Employee's employment, the Company shall provide Employee with access to its Confidential Information and Trade Secrets (as defined above), as well as special training and knowledge relating to such information. Employee represents by signing below that he did not possess such Confidential Information and Trade Secrets prior to entering into this Agreement with the Company. Employee further acknowledges that such access to confidential, proprietary and trade secret information, and the related special training and knowledge, is valuable consideration and shall enhance the value of Employee in the marketplace.

(a) Employee further recognizes that this covenant is designed, in part, to prevent Employee from using, publishing, or otherwise disclosing the Confidential Information and Trade Secrets for the benefit of Employee or for another company in competition with Company. Employee further agrees that the covenants and restrictions of this paragraph 6 are reasonable and do not impose any undue hardship on Employee's current or future employment prospects. Employee acknowledges and agrees that the Restricted Period (defined below) shall not include any period of time during which Employee is in breach of the restrictions imposed by this Agreement and that the Restricted Period will be tolled during any period in which Employee breaches this Agreement. In the event a court holds that any of the provisions of this Agreement

are invalid or otherwise unenforceable, the parties agree that this Agreement shall be construed and/or reformed by such court as to be judged reasonable and enforceable.

(b) During the term of this Agreement and for a period of one (1) year after Employee's termination of employment with the Company for Just Cause (the "Restricted Period"), Employee shall not directly or indirectly, as employee, agent, proprietor, owner, partner, broker, shareholder, officer joint venture, or otherwise, render any services of the type provided by the Company to, solicit or attempt to solicit requests for services of the type provided by the Company from, attempt to render any services of the type provided by the Company to, or enter into any contracts regarding the performance of services of the type provided by the Company, with any customer or client of the Company to whom Employee provided services, was given access to Confidential Information and Trade Secrets about, or that Employee otherwise dealt with in any way while employed by the Company. In the event the Employee is terminated for reasons other than Just Cause as described in paragraph 4(f)(iii), the Restricted Period is modified to be equal to the number of months the Employee receives the Severance Payments.

(c) Nothing in the Section 6 shall restrict Employee from directly or indirectly rendering services or serving on the Board of Directors to any not-for-profit company for which they are involved prior to termination of their employment with the Company.

7. **Non-Solicitation of Employees.** For a period of one (1) year after Employee's termination of employment, whether by termination of this Agreement or otherwise, and without regard to the reason for such termination of employment, Employee promises and agrees not to solicit any other employee of the Company for any purpose which would directly or indirectly interfere or conflict with the other employee's employment by the Company.

8. **Extraordinary Remedies and Attorneys' Fees.** The Company and Employee agree that any breach by Employee of any of the provisions or covenants contained in the Agreement would cause irreparable harm and damage to the Company, in an amount that would be difficult to quantify, measure, or ascertain. Therefore, in the event of a breach of this Agreement by Employee, the Company shall be entitled to relief through restraining order, injunction, and all other available remedies, including claims for monetary damages incurred because of such breach. These remedies may be pursued concurrently and in any order, and the pursuit of any of these remedies shall not be deemed to limit the other remedies available to the Company in law or in equity. If any action at law or in equity, including an action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover costs of court and reasonable attorneys' fees from the other party or parties to such action, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

9. **Survival of Provisions and Covenants.** Each and every provision or covenant contained in this contract shall survive the termination of this Agreement as expressly provided herein, and shall constitute an independent agreement between Employee and the Company. Further, the existence of any claim by Employee against the Company shall not constitute a defense to the enforcement of its rights by the Company.

10. **Severability.** It is the intent and agreement of the parties to this Agreement that, in case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein except that this shall not prohibit any modification allowed or agreed upon pursuant to the terms of this Agreement or any right of reformation.

11. **Assignment.** This Agreement is binding upon and shall inure to the benefit of the parties hereto, together with their respective executors, administrators, successors, personal representatives, heirs, and assigns. Notwithstanding the foregoing, the rights, duties and benefits to Employee hereunder are personal to Employee, and no such right or benefit may be assigned by it. The Company shall have the right to assign or transfer this Agreement to its successors or assigns. The terms "successors" and "assigns" shall include any person, Company, partnership or other entity that buys all or substantially all of Company's assets or all of its stock, or with which Company merges or consolidates. Any purported assignment of this Agreement, other than as provided above, shall be void.

12. **Previously Received Information.** Employee hereby represents to the Company that Employee is under no obligation or agreement that would prevent Employee from becoming an employee of the Company or carrying out the duties of Employee's proposed position of employment with the Company.

13. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of Florida. The Company and Employee irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state or federal courts located in Palm Beach County, Florida as the sole venue and location for any actions, suits, or proceedings arising out of or relating to any aspect of this Agreement and all issues arising out of or relating to the employment relationship between the Company and Employee.

14. **Employee Acknowledgement.** Employee recognizes and acknowledges that Employee has freely entered into this Agreement for the full consideration expressed herein, the sufficiency and receipt of which Employee hereby acknowledges, and that Employee has had the opportunity to consult with counsel of Employee's choice with full knowledge and careful consideration of the consequences and meaning of execution of this Agreement.

15. **Entire Agreement.** Upon Employee's acceptance, this letter will contain the entire agreement and understanding between Employee and the Company with respect to the matters addressed herein and shall supersede any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the Company and its affiliates (oral or written). The terms of Employee's employment may in the future be amended, but only in writing signed by both Employee and a duly authorized officer of the Company.

[SIGNATURES ON NEXT PAGE]

AGREED AND ACCEPTED:

“COMPANY”

KETAMD, Inc.

By: _____

Its: President and COO

Date: _____

AGREED AND ACCEPTED:

"EMPLOYEE"

_____
Signature

Print Name: Warren Gumpel

Date: _____

BY BRAXIA SCIENTIFIC CORP.:

_____

Roger McIntyre CEO

Date:_____

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is dated as of August 2, 2022, by and between **KetaMD, Inc**., a company organized under the laws of the State of Florida (the "Company"), **Leann Taylor**, an individual residing in the state of Florida (the "Employee") and **Braxia Scientific Corp**. ("Braxia"), a company organized under the laws of the Province of British Columbia.

WHEREAS, the Company desires to employ the Employee on the terms and conditions and for the consideration hereinafter set forth and the Employee is willing to serve as an employee of the Company on such terms and conditions and for such consideration; and

WHEREAS, the Company is a wholly-owned subsidiary of Braxia and Braxia is a party to this agreement to provide certain assurances to the Employee as set forth herein;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the Company, the Employee and Braxia hereby agree as follows:

1. **Employment and Duties.**

(a) General. The Employee shall serve as the President and Chief Operating Officer of the Company and, in accordance with the Company's employee policies and procedures. The Employee shall have such duties and responsibilities commensurate with such position as the Board of Directors of the Company ("Board") shall determine from time to time. The Employee shall report to Braxia's CEO, Roger McIntyre.

(b) Standard Level of Services. For so long as the Employee is employed by the Company, the Employee shall devote such time and attention as is reasonably necessary to perform those duties.

2. **Term.** The Employee's employment under this Agreement shall commence as of August 2, 2022 (the "Effective Date") and this Agreement shall continue indefinitely, unless and until the Agreement is terminated in accordance with the terms set out in Section 4 of this Agreement.

3. **Compensation and Other Benefits.** The Employee's compensation and benefits are set forth in **Exhibit A** (the "Compensation").

(a) Compensation at End of Employment. Upon cessation of the Employee's employment, for any reason, the Employee shall be paid any compensation earned up to and including the date employment ends, in accordance with the Company's payroll procedures and applicable state and federal governing laws together with any special payments on termination as set forth in Section 4 below. Except as otherwise expressly provided herein, or required by applicable law, the Employee shall not be entitled to any further compensation.

(b) Cooperation. The Company agrees to take commercially reasonable efforts to provide all materials and information as may be necessary for, and will otherwise cooperate

with, the Employee in an effort to maximize the successful performance of her duties under this Agreement.

(c) Compensation upon Change of Control. Upon a Change of Control, as defined below, the time periods referred to in sections 4 (f) (iii) (A) and (C) shall be a minimum of six (months).

"Change of Control" shall mean any of the following: (i) any transaction (which shall include a series of transactions occurring within sixty (60) days or occurring pursuant to a plan) that has the result that the shareholders of Braxia immediately before such transaction cease to own at least fifty-one percent (51%) of the voting stock of Braxia, or of any entity that results from the participation of Braxia in a reorganization, consolidation, merger, liquidation or any other form of corporate transaction, (ii) individuals who constitute the current Braxia Board of Directors cease for any reason to constitute at least a majority of the Board of Directors of Braxia, or (iii) a sale or exchange of all or substantially all of the assets of Braxia.

4. **Termination**.

(a) Automatically upon the Employee's Death. The Employee's employment shall terminate automatically and immediately upon their death, and any amounts owing to the Employee shall be paid to the Employee's estate within 30 days of the Employee's death.

(b) By the Company due to Disability. If the Company determines in good faith that the Disability (as defined below) of the Employee has occurred, the Company may give to the Employee written notice of its intention to terminate the Employee's employment. In such event, the Employee's employment with the Company shall terminate effective on the receipt of such notice by the Employee. For purposes of this Agreement, "**Disability**" shall mean a physical or mental impairment which renders the Employee unable, for a total of at least six (6) consecutive months during any twelve (12) month period, to perform the essential functions of the Employee's position with reasonable accommodation. The Company shall make the determination of Disability under this Agreement in good faith based upon objective evidence supplied by the Employee and/or the Employee's medical personnel, as well as information from medical personnel (or others) selected by the Company and/or its insurers.

(c) By the Company for Just Cause. The Company may immediately terminate the Employee's employment for Just Cause. For purposes of this Agreement, "**Just Cause**" shall mean anything that would constitute just cause for the immediate termination of the Executive's employment under applicable law.

(d) By the Company Other than for Just Cause, Death or Disability. The Company may terminate the Executive's employment at any time, other than for Just Cause, death or Disability, prior to the Agreement's expiry, upon providing the Employee with notice of termination or the special severance payment in lieu of notice described in Section 4(f) below.

(e) By the Employee. The Employee may terminate this Agreement and the Employee's employment, by providing four (4) weeks' written notice to the Company, which notice may be waived by the Company, in whole or in part, in its sole discretion.

(f) Obligations of the Company upon Termination.

(i) Death or Disability. Subject to the provisions of the Americans With Disabilities Act ("ADA"), Family Medical Leave Act ("FMLA"), (and other state's applicable legislation) Family Rights Act ("CFRA") and Uniformed Services Employment and Reemployment Rights Act ("USERRA"), if the Company determines in good faith that the Disability (as defined above) of the Employee has occurred or the Employee dies while employed hereunder, the Employee's employment and the Employee's rights to compensation hereunder shall automatically terminate (without notice) at the close of business on the date on which death occurs, or the Employee receives notice pursuant to Section 4(b) above that the Agreement is being terminated because of the Disability. The Company shall pay the Employee any compensation earned by the Employee as of the date of such termination in accordance with the normal payroll practices of the Company or as otherwise required under applicable law.

(ii) By the Company for Just Cause. If the Employee's employment is terminated by the Company for Just Cause, this Agreement shall terminate without further obligations to the Employee other than for payment of any unpaid salary earned by the Employee to the date of the Employee's termination, less applicable withholdings and deductions.

(iii) By the Company Other than for Just Cause, Death or Disability. In the event of (1) a termination of Employee's employment by the Company without Just Cause, death or Disability, or (2) a resignation by Employee for "Good Reason" (as defined below), in addition to any unpaid amounts or reimbursement owed by the Company to Employee through the date of termination, Employee will be eligible to receive certain payments, collectively the "Severance Payments", as follows: (A) continuation of Employee's Base Salary (as defined in Exhibit A) for four (4) months following the effective date of termination; (B) a pro rata portion of her Annual Bonus (as defined in Exhibit A) for the year in which Employee was terminated; and, (C) payment by the Company of the employee portion of Employee's medical insurance under COBRA for a period of four (4) months following the effective date of termination; and, (D) accelerated vesting of unvested stock options, subject to securities laws and the rules and regulations of the exchange where Braxia common shares are listed. The receipt by Employee of the Severance Payments are subject in each case to Employee's execution and non-revocation of a general release of claims in a form reasonably acceptable to the parties, and Employee's continued compliance with post-employment confidentiality covenants set forth below. The time periods specified above in sections 4 (f) (iii) (A) and (C) shall increase to six (6) months in the event that the 2023 Financial Milestone (as defined in Exhibit A) is met and twelve (12) months in the event the 2024 Financial Milestone (as defined in Exhibit A) is met. The Employee shall have no further entitlements whatsoever upon the termination of the Employee's employment, except as specifically set out in this Agreement.

(iv) "Good Reason" means (i) any material breach by the Company or Braxia of the terms and provisions of this Agreement; (ii) a material adverse change in Employee's authority, title, duties or responsibilities in effect immediately prior to such change, or a reduction of Employee's Base Salary; or (iii) relocation of Employee's place of employment more than 50 miles from her current place of

employment. Employee shall first be required to provide the Company and Braxia with written notice of any such event which Employee contends constitutes Good Reason within forty-five (45) days after the occurrence of such event, and thereafter provide Company and Braxia thirty (30) days to cure such event and/or breach.

(g) Notice of Termination. For the purposes of this Agreement, any termination of Employee's employment by the Company or by Employee shall be communicated by written notice ("Notice of Termination") to the other parties hereto. For purposes of this Agreement, a Notice of Termination shall mean written notice which shall indicate the reason for termination.

(h) Termination by the Employee. If the Employee terminates this Agreement by providing four (4) weeks' written notice to the Company and such notice is waived by the Company, in whole or in part, the Employee shall nevertheless receive payment of salary to the end of the written notice period stipulated by the Employee and continuation of any applicable benefits up to the end of the written notice period stipulated by the Employee.

(i) Exclusive Remedy; Conditions. The Employee agrees that the payments and benefits set out in this Section 4 shall constitute the exclusive and sole entitlement of the Employee in respect of any termination of the Executive's employment, for any reason. As a condition of receiving any payments under this Section 4 in excess of any payments required by applicable employment standards legislation, the Employee agrees to sign a Full and Final Release in favor of the Company and its affiliates.

(j) Deemed Resignation from Boards. For the purposes of this Agreement, any termination of Employee's employment by the Company or by Employee shall be deemed a resignation by the Employee from any board positions held with the Company, Braxia or any affiliates or subsidiaries, and the Employee agrees to sign any other documentation required by the Company or Braxia to evidence the same.

(k) Other. For further clarity, and except as expressly provided herein, in the event of any termination of the Employee's employment with the Company pursuant to this Section 4, Employee's rights, title and interest with respect to any stock options shall be determined in accordance with the applicable plans and policies adopted by the Company in respect of same.

5. **Ancillary Agreements.** This Agreement incorporates by this reference that certain Inventions, Confidentiality, Non-Solicitation Agreement, attached hereto as **Exhibit B**, between the Company and the Employee and furthers the Company's agreements to: (i) disclose, and to continue to disclose its Confidential Information and Trade Secrets to the Employee; (ii) provide initial and continued training, education and development to the Employee; (iii) provide the Employee with Confidential Information and Trade Secrets about, and the opportunity to develop relationships with, the Company's employees, customers and suppliers, and employees and agents of its customers and suppliers. A default under or breach of the Inventions, Confidentiality, and Non-Solicitation Agreement shall constitute a breach of this Agreement.

6. **Braxia Guarantee.** Braxia hereby fully guarantees the performance of the Company to the Employee herein in all respects. In the event the Company does not perform any of its obligations herein, the Employee shall be entitled to seek redress from Braxia.

7. **Insurance and Indemnification.**

(a) Indemnification. The Company shall indemnify the Employee for any and all acts taken in her corporate capacity as an officer and director of the Company or Braxia, as the case may be, to the maximum extent permitted by law and by the Company's governing documents.

(b) Director and Officer Insurance. The Company or Braxia shall maintain Director and Officer liability insurance coverage as to Employee. Subsequent to the termination of Employee's employment, the Company shall ensure that the insurance coverage is continued with respect to any claim made against the Employee with respect to acts or omissions occurring during the time she was employed by the Company.

8. **Miscellaneous.**

(a) Defense of Claims. The Employee agrees that, during the term, and for a period of twelve (12) months after termination of the Employee's employment, upon request from the Company, the Employee will cooperate with the Company in the defense of any claims or actions that may be made by or against the Company that affect the Employee's prior areas of responsibility, except if the Employee's reasonable interests are adverse to the Company in such claim or action. The Company agrees to promptly reimburse the Employee for all of the Employee's reasonable travel and other direct expenses incurred, or to be reasonably incurred, to comply with the Employee's obligations under this Section 8(a). In addition, Employee shall be compensated for her time assisting with such defense of claims at an hourly rate of $250 per hour.

(b) Mutual Non-disparagement. The Employee agrees that at no time during her employment by the Company or thereafter shall she make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, business or character of the Company, its affiliates or any of its respective directors, officers or employees. The Company agrees that, upon a termination of the Employee's employment with the Company, it shall instruct its key employees and management (including any officers, directors and managers) not to make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation or character of the Employee.

(c) Amendment, Waiver. This Agreement may not be modified, amended or waived in any manner, except by an instrument in writing signed by both parties hereto. The waiver by either party of compliance with any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by such party of a provision of this Agreement.

(d) Entire Agreement, Supersedes Previous Agreements. This Agreement, along with Exhibits attached hereto and incorporated herein by this reference, contains the entire agreement and understanding of the parties hereto with respect to the matters covered herein and

supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof, all such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing shall have no further rights or obligations thereunder.

(e) Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles thereof. Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in Palm Beach County, Florida , for the purposes of any proceeding arising out of or based upon this Agreement.

(f) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(g) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(h) No Assignment. Neither this Agreement nor any of the Employee's rights and duties hereunder, shall be assignable or delegable by the Employee. Any purported assignment or delegation by the Employee in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

(i) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

(j) Notices. For the purpose of this Agreement, any notice, request or approval pursuant to this Agreement shall be in writing and shall be deemed to have been duly delivered if transmitted by: (a) personal delivery; (b) three (3) days after it has been mailed by nationally recognized overnight courier service addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith; (c) facsimile; or (d) electronic mail, along with a secondary form of transmission.

If to the Company:	If to the Employee:

KetaMD, Inc. Attention: CEO Email: [redacted – *personal information*] If to Braxia: Braxia Scientific Corp. 700 Bay Street Suite 1903 Toronto, Ontario M5G 1Z6 Attention: Roger McIntyre, CEO Email: [redacted – *personal information*]	Leann Taylor 4400 N Ocean Boulevard #2 Gulf Stream, FL 33483 Email: [redacted – *personal information*]

(k) Prior Employment. The Company has employed the Employee for the Employee's general skills, management abilities and experience in the Company's business or related industries. The Employee acknowledges that she has been specifically instructed not to bring, disclose or use in any fashion any confidential information, trade secrets, proprietary information, data or technology, nor any confidential pricing information, belonging to any prior employer. In no event is the Employee authorized to use or disclose any such information to the Company or any of its employees.

(l) Employee's Representations. The Employee hereby represents to the Company that:

(i) all confidential information, trade secrets or proprietary information, data or technology, belonging to any prior employer, including those that might have been contained on the Employee's personal computer, cell phone or other electronic communications or storage device have been returned and/or deleted in accordance with any policy of or agreement with the Employee's prior employer;

(ii) the execution and delivery of this Agreement by the Employee and the Company and the performance by the Employee of her duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which the Employee is a party or otherwise bound; and

(iii) The Employee has not been subject to any investigation or sanction of any type, or denied any license or approval, by any federal, state, or local government, quasi-government and private industry authority.

(m) Withholding of Taxes. The Company may withhold from any amounts or benefits payable under this Agreement all taxes it may be required to withhold pursuant to any applicable law or regulation.

(n) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

(o) Survival. The provisions of this Agreement, together with the provisions of ancillary agreements specifically referenced herein, shall each survive the termination of the Employee's employment, regardless of how such termination is caused.

(p) Legal Fees. If any party to this Agreement, institutes any action or proceeding to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party or parties all legal costs and expenses incurred by the prevailing party in such action, including, but not limited to, reasonable attorneys' fees, paralegal fees, law clerk fees and other legal costs and expenses, whether incurred at or before trial, and whether incurred at the trial level or in any appellate, bankruptcy or other legal proceeding.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

BY EMPLOYEE:

_____

Print Name: LEANN TAYLOR

Date:_____

BY KETAMD, INC.:

_____

Its: CEO

Date:_____

BY BRAXIA SCIENTIFIC CORP.:

_____

Roger McIntyre CEO

Date:_____

EXHIBIT A

Compensation

[redacted – *commercially sensitive*]

EXHIBIT B

INVENTIONS, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

As a condition of employment with KetaMD, Inc., a company organized under the laws of the State of Florida, its subsidiaries, affiliates, successors, or assigns (together, the "Company"), Employee's receipt of compensation now and hereafter paid to Employee by the Company, and in exchange for the Company's agreement to provide Employee with access to the Company's Confidential Information and Trade Secrets (as defined below), Employee and the Company enter into this Inventions, Confidentiality, and Non-Solicitation Agreement (the "Agreement"), effective as of the date signed by Employee below.

1. **Confidential Information and Trade Secrets of Company.** During the term of employment, the Company will provide Employee with access to and the opportunity to become familiar with its confidential information and various trade secrets, including but not limited to technology, plans, business plans, acquisition and expansion plans, internal procedures and methods of operation, business development plans, pricing and marketing information, financial information, personnel information, training information and manuals, inspection and testing procedures, acceptance testing procedures, passwords, management systems, recruitment strategies, non-public commercial data, formula, concepts, blueprints, diagrams, designs, charts, drawings, working papers, inventions, instructions, prototypes, processes, manufacturing or production data, manufacturing processes and techniques, product information (including but not limited to product specifications, machinery and equipment specifications, and raw materials usage), trade secrets, customer lists, customer credit information, information concerning customer preferences and needs, employee lists, resumes and applications of prospective employees, consultant lists, information relating to employee or consultant compensation and benefits; vendor and supplier lists and information, patent applications, methods, techniques, research, product development, sources of supply information, compositions, ideas, or any other material that assists the Company with its business operations and that the Company would not want disclosed to third parties, and any other information provided to the Company by a third party under restrictions against disclosure or use by the Company or others, and other business information disclosed to or made known to Employee as a consequence of or through Employee's employment by the Company either directly or indirectly (whether or not reduced to writing, whether or not marked as "confidential," and whether or not patentable or protectable by copyright) (collectively referred to hereafter as Company's "Confidential Information and Trade Secrets"). For purposes of this Agreement, Confidential Information shall not include and Employee's obligations shall not apply to information that is now or subsequently becomes generally available to the public, other than by a breach by Employee of this Agreement.

2. **Employee Confidentiality Obligations.** Employee agrees to keep all such information confidential and not to disclose any such Confidential Information and Trade Secrets, directly or indirectly, to any third party without the prior express written consent of the Company. Employee also agrees not to use such Confidential Information and Trade Secrets in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of employment with the Company. All such Confidential Information and Trade Secrets, including but not limited to files, records, customer lists, manuals, documents, drawings, specifications,

personal notes, personal property, and similar items related to the business of the Company, whether or not prepared by Employee, shall remain the exclusive property of the Company.

3. **Return of Documents, Equipment, Etc.** Immediately upon the termination of this Agreement or whenever requested by the Company, Employee shall immediately deliver to Human Resources all property of the Company in Employee's possession or under Employee's control, including but not limited to all items listed above and all other records, files, lists, supplies, and personal property of the Company.

4. **Confidential Data of Customers of the Company.** In the course of performing duties under this Agreement, Employee will have access to and be handling substantial information concerning customers and clients of the Company. All information is considered confidential by the Company and shall not be disclosed, directly or indirectly, to any person or entity prior to termination of this Agreement or thereafter without the prior written consent of the Company.

5. **Inventions, Patents, and Copyright Works.** Employee recognizes, acknowledges, and agrees that the Company is the owner of certain inventions (whether patentable or not), discoveries, improvements, designs, ideas (whether or not shown or described in writing or reduced to practice) scientific and technical information, data and know-how of any nature including, and in addition to, any Confidential Information and Trade Secrets, and certain trademarks, tradenames, domain names, and copyrightable works including, but limited to, literary works (including all written material), books, brochures, catalogs, manuals, training materials, directories, compilations of information, compilations of inspection or testing procedures, computer programs, software (object and source code), protocols, system architectures, advertisements, artistic and graphic works (including designs, graphs, drawings, blueprints, and other works), recordings, models, photographs, slides, motion pictures, audio-visual works, and the like, regardless of the form or manner in which documented or recorded (collectively, "Intellectual Property"). Further, Employee agrees as follows:

(a) Keep Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(b) Notification of Company. Employee agrees to promptly disclose to the Company all Intellectual Property and other proprietary information which Employee may author, create, make, conceive, or develop, either solely or jointly with others, whether inside or outside normal working hours or on or off Company premises, during the term of employment with the Company.

(c) Transfer of Rights. Employee agrees that all Intellectual Property that Employee develops (in whole or in part, either alone or jointly with others) shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, mask-work rights, and registrations and other rights in connection therewith. Employee acknowledges that all original works of authorship that are made by Employee (solely or jointly with others) within the scope of and during the period of employment

with the Company shall be considered "works made for hire" under applicable copyright law, to the extent possible. Employee agrees to and does hereby assign, grant, and convey to the Company, its successors and assigns, Employee's entire right, title, and interest in and to all Intellectual Property and other proprietary rights and information which Employee may author, create, make, receive, or develop, either solely or jointly with others, whether inside or outside normal working hours or on or off Company premises, during the term of employment with the Company. To perfect the Company's ownership of such Intellectual Property, Employee hereby assigns to the Company any rights that Employee may have or acquire in such Intellectual Property, including the right to modify such Intellectual Property, and otherwise waives and/or releases all rights of restraint and moral rights in the Intellectual Property.

(d) Assistance in Preparation of Applications. As to all such Intellectual Property, Employee further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, or other intellectual property or propriety rights, mask-work rights or other rights in such Intellectual Property in any and all countries, and Employee will execute all documents for use in applying for and obtaining such rights and enforcing them as the Company may desire, together with any assignments of them to the Company or persons designated by the Company. If the Company is unable for any reason whatsoever to secure Employee's signature to any lawful and necessary document required to apply for or execute any application with respect to such Intellectual Property (including renewals, extensions, continuations, divisions or continuations in whole or in part thereof), Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agents and attorneys-in-fact to act for and in Employee's behalf and to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trade secrets or other intellectual property or propriety rights, mask work rights or other rights thereon, with the same legal force and effect as if executed by Employee.

6. **Non-Solicitation of Customers and Clients.** Employee hereby acknowledges and recognizes that, in the course of Employee's employment, the Company shall provide Employee with access to its Confidential Information and Trade Secrets (as defined above), as well as special training and knowledge relating to such information. Employee represents by signing below that he did not possess such Confidential Information and Trade Secrets prior to entering into this Agreement with the Company. Employee further acknowledges that such access to confidential, proprietary and trade secret information, and the related special training and knowledge, is valuable consideration and shall enhance the value of Employee in the marketplace.

(a) Employee further recognizes that this covenant is designed, in part, to prevent Employee from using, publishing, or otherwise disclosing the Confidential Information and Trade Secrets for the benefit of Employee or for another company in competition with Company. Employee further agrees that the covenants and restrictions of this paragraph 6 are reasonable and do not impose any undue hardship on Employee's current or future employment prospects. Employee acknowledges and agrees that the Restricted Period (defined below) shall not include any period of time during which Employee is in breach of the restrictions imposed by this Agreement and that the Restricted Period will be tolled during any period in which Employee breaches this Agreement. In the event a court holds that any of the provisions of this Agreement

are invalid or otherwise unenforceable, the parties agree that this Agreement shall be construed and/or reformed by such court as to be judged reasonable and enforceable.

(b) During the term of this Agreement and for a period of one (1) year after Employee's termination of employment with the Company for Just Cause (the "Restricted Period"), Employee shall not directly or indirectly, as employee, agent, proprietor, owner, partner, broker, shareholder, officer joint venture, or otherwise, render any services of the type provided by the Company to, solicit or attempt to solicit requests for services of the type provided by the Company from, attempt to render any services of the type provided by the Company to, or enter into any contracts regarding the performance of services of the type provided by the Company, with any customer or client of the Company to whom Employee provided services, was given access to Confidential Information and Trade Secrets about, or that Employee otherwise dealt with in any way while employed by the Company. In the event the Employee is terminated for reasons other than Just Cause as described in paragraph 4(f)(iii), the Restricted Period is modified to be equal to the number of months the Employee receives the Severance Payments.

(c) Nothing in the Section 6 shall restrict Employee from directly or indirectly rendering services or serving on the Board of Directors to any not-for-profit company for which they are involved prior to termination of their employment with the Company.

7. **Non-Solicitation of Employees.** For a period of one (1) year after Employee's termination of employment, whether by termination of this Agreement or otherwise, and without regard to the reason for such termination of employment, Employee promises and agrees not to solicit any other employee of the Company for any purpose which would directly or indirectly interfere or conflict with the other employee's employment by the Company.

8. **Extraordinary Remedies and Attorneys' Fees.** The Company and Employee agree that any breach by Employee of any of the provisions or covenants contained in the Agreement would cause irreparable harm and damage to the Company, in an amount that would be difficult to quantify, measure, or ascertain. Therefore, in the event of a breach of this Agreement by Employee, the Company shall be entitled to relief through restraining order, injunction, and all other available remedies, including claims for monetary damages incurred because of such breach. These remedies may be pursued concurrently and in any order, and the pursuit of any of these remedies shall not be deemed to limit the other remedies available to the Company in law or in equity. If any action at law or in equity, including an action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover costs of court and reasonable attorneys' fees from the other party or parties to such action, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

9. **Survival of Provisions and Covenants.** Each and every provision or covenant contained in this contract shall survive the termination of this Agreement as expressly provided herein, and shall constitute an independent agreement between Employee and the Company. Further, the existence of any claim by Employee against the Company shall not constitute a defense to the enforcement of its rights by the Company.

10. **Severability.** It is the intent and agreement of the parties to this Agreement that, in case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein except that this shall not prohibit any modification allowed or agreed upon pursuant to the terms of this Agreement or any right of reformation.

11. **Assignment.** This Agreement is binding upon and shall inure to the benefit of the parties hereto, together with their respective executors, administrators, successors, personal representatives, heirs, and assigns. Notwithstanding the foregoing, the rights, duties and benefits to Employee hereunder are personal to Employee, and no such right or benefit may be assigned by it. The Company shall have the right to assign or transfer this Agreement to its successors or assigns. The terms "successors" and "assigns" shall include any person, Company, partnership or other entity that buys all or substantially all of Company's assets or all of its stock, or with which Company merges or consolidates. Any purported assignment of this Agreement, other than as provided above, shall be void.

12. **Previously Received Information.** Employee hereby represents to the Company that Employee is under no obligation or agreement that would prevent Employee from becoming an employee of the Company or carrying out the duties of Employee's proposed position of employment with the Company.

13. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of Florida. The Company and Employee irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state or federal courts located in Palm Beach County, Florida as the sole venue and location for any actions, suits, or proceedings arising out of or relating to any aspect of this Agreement and all issues arising out of or relating to the employment relationship between the Company and Employee.

14. **Employee Acknowledgement.** Employee recognizes and acknowledges that Employee has freely entered into this Agreement for the full consideration expressed herein, the sufficiency and receipt of which Employee hereby acknowledges, and that Employee has had the opportunity to consult with counsel of Employee's choice with full knowledge and careful consideration of the consequences and meaning of execution of this Agreement.

15. **Entire Agreement.** Upon Employee's acceptance, this letter will contain the entire agreement and understanding between Employee and the Company with respect to the matters addressed herein and shall supersede any prior or contemporaneous agreements, understandings, communications, offers, representations, warranties, or commitments by or on behalf of the Company and its affiliates (oral or written). The terms of Employee's employment may in the future be amended, but only in writing signed by both Employee and a duly authorized officer of the Company.

[SIGNATURES ON NEXT PAGE]

AGREED AND ACCEPTED:

“COMPANY”

KETAMD, Inc.

By: _____

Its: CEO

Date: _____

AGREED AND ACCEPTED:

"EMPLOYEE"

_____
Signature

Print Name:

Date: _____

BY BRAXIA SCIENTIFIC CORP.:

_____

Roger McIntyre CEO

Date:_____

Schedule 3.2(g)
Accounts Payable

[redacted - *commercially sensitive*]

Schedule 3.2(i)
Required Approvals

1. Written Consent of KetaMD, Inc.'s Board of Directors;
2. Written Consent of a majority of the KetaMD, Inc. Shareholders;
3. Written Consent of a majority of the KetaMD, Inc. Convertible Noteholders to cancel the KetaMD Notes in exchange for the Braxia Notes; and
4. Approval not required, but upon the closing, KetaMD, Inc. will need to file an amendment with the Florida Secretary of State, Division of Corporations reflecting change in ownership.

Schedule 4.1(k)
Absences of Approvals Required

1. Approval not required, but upon the closing, KetaMD, Inc. will need to file an amendment with the Florida Secretary of State, Division of Corporations reflecting change in ownership.

Schedule 4.1(l)(ii)
Other Interests

1. KetaMD, Inc. has interest in the Management Services Agreement and other related agreements, with KMD Medical Group, P.A., as outlined on Section 3 of Schedule 4.1(n).

Schedule 4.1(n)
Absence of Changes

[redacted - ***commercially sensitive***]

Schedule 4.1(q)
Indebtedness to or
of the Company

[redacted - ***commercially sensitive***]

Schedule 4.1(r)(i)
Financial Statements

[redacted - *commercially sensitive*]

Schedule 4.1(s)(iv)
Absence of Contracts/Commitments

[redacted - *commercially sensitive*]

Schedule 4.1(t)
Bank Accounts

[redacted - *commercially sensitive*]

Schedule 4.1(v)
Health Care Matters

None.

Schedule 4.1(w)(i)
Company Accreditation Surveys

None.

Schedule 4.1(w)(iv)
Billing Matters

None.

Schedule 4.1(cc)(i)
Intellectual Property

[redacted - *commercially sensitive*]

Schedule 4.1(dd)(ii)

Information Technology

[redacted - ***commercially sensitive***]