

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT made effective April 13, 2021,

BETWEEN:

KW CAPITAL PARTNERS LIMITED, a corporation existing under the laws of the Province of Ontario (the “**Vendor**”)

- and -

BIRCHTREE INVESTMENTS LTD., a corporation existing under the laws of the Province of British Columbia (the “**Purchaser**”)

WHEREAS the Vendor is the legal and beneficial owner of 7,967,705 common shares in the capital of Ehave, Inc. (the “**Ehave**”) pursuant to share certificate number C.126 of Ehave (the “**Ehave Shares**”);

WHEREAS the Vendor wishes to transfer 1,743,861 of the Ehave Shares (the “**Purchased Shares**”) to the Purchaser, and Purchaser wishes to purchase the Purchased Shares from the Vendor, in consideration for the issuance and allotment to the Vendor of 7,000,000 common shares (the “**Common Shares**”) in the capital of the Purchaser (the “**Consideration Shares**”);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises and the representations and agreements herein contained it is hereby mutually agreed as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

- (a) “**Act**” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.), Chapter 1, as amended and the regulations thereunder;
- (b) “**Articles**” means the Articles of Incorporation of the Purchaser and all amendments thereto as have been registered with the Registrar of corporations for the Province of British Columbia as at the Effective Date;
- (c) “**Common Shares**” has the meaning given in the recital hereto;
- (d) “**Consideration Shares**” has the meaning given in the recital hereto;
- (e) “**Effective Date**” means such date on or before April 30, 2021 that the Vendor is able to deliver the Purchased Shares to the Purchaser;
- (f) “**Ehave**” has the meaning given in the recitals hereto;
- (g) “**Ehave Shares**” has the meaning given in the recitals hereto;
- (h) “**Elected Amount**” has the meaning set forth in Section 4.1 of this Agreement;

- (i) **“Exchange”** means the sale of the Purchased Shares by the Vendor to the Purchaser in exchange for the Consideration Shares; and
- (j) **“Purchased Shares”** has the meaning given in the recitals hereto.

1.2 Recitals and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the recitals and all schedules to this Agreement and agree that same are expressly incorporated into and form part of this Agreement.

ARTICLE 2 REPRESENTATIONS

2.1 Vendor's Representations

The Vendor represents and warrants to the Purchaser as of the Effective Date that:

- (a) it is a corporation duly incorporated, validly existing, and in good standing under the laws of the Province of Ontario;
- (b) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to transfer the legal and beneficial title and ownership of the Purchased Shares to the Purchaser;
- (c) the execution and delivery of this Agreement and the completion of the transactions contemplated in it have been duly and validly authorized by all necessary corporate action on the part of the Vendor;
- (d) this Agreement is a legal, valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms, subject to bankruptcy, insolvency and similar laws relating to or affecting creditors' rights generally and to general principals of equity;
- (e) the Exchange, the execution of this Agreement and the consummation of the transactions contemplated herein have been duly authorized and approved by the Vendor;
- (f) it has valid legal and beneficial interest in the Purchased Shares and that the Purchased Shares are free and clear of all liens, charges and encumbrances;
- (g) it is not in possession of, and does not have knowledge of, any material information or fact concerning Ehave which has not been generally disclosed to the public;
- (h) it is an “accredited investor” within the meaning set out in each of the *Securities Act* (Ontario) and National Instrument 45-106 - *Prospectus Exemptions*; and
- (i) it is not a non-resident of Canada within the meaning of the Act.

2.2 Purchaser's Representations

The Purchaser represents and warrants to the Vendor that as at the Effective Date:

- (a) the Purchaser is a **“taxable Canadian Corporation”** pursuant to the terms of subsection 89(1) of the Act, not exempt from tax under Part I of the Act and is a valid and subsisting corporation under the laws of the Province of British Columbia and is qualified to carry on business under the laws of the Province of British Columbia;

- (b) it has the power and capacity to enter into this Agreement on the terms and conditions herein set forth;
- (c) the execution and delivery of this Agreement and the completion of the transactions contemplated in it have been duly and validly authorized by all necessary corporate action on the part of the Purchaser;
- (d) this Agreement is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and similar laws relating to or affecting creditors' rights generally and to general principals of equity;
- (e) the Exchange, the execution of this Agreement and the consummation of the transactions contemplated herein have been duly authorized and approved by the Purchaser;
- (f) the authorized capital of the Purchaser is as set out in the Articles;
- (g) the Consideration Shares shall be validly issued and fully paid and duly registered in the name of the Vendor;
- (h) it is an "accredited investor" within the meaning set out in each of the *Securities Act* (Ontario) and National Instrument 45-106 - *Prospectus Exemptions*; and
- (i) it is not a non-resident of Canada within the meaning of the Act.

2.3 Survival of Representations and Warranties

The representations and warranties contained in this Article 2 or in any document delivered hereunder shall survive the closing and shall not merge therein.

2.4 Indemnification

The Vendor agrees to indemnify the Purchaser against any loss or damage sustained by the Purchaser directly or indirectly by reason of breach by the Vendor of any of the warranties or representations set out in this Agreement and not waived by the Purchaser.

ARTICLE 3 SHARE EXCHANGE

3.1 Transfer of Purchased Shares

Effective as of the Effective Date, the Vendor hereby transfers to the Purchaser the Purchased Shares in consideration for the issuance of the Consideration Shares.

3.2 Issuance of Consideration Shares

The purchase price to be paid by the Purchaser for the Purchased Shares shall be paid and satisfied by the issuance and delivery to the Vendor of the Consideration Shares.

3.3 Closing

The closing of the Exchange shall take place at 10:00 a.m. on the Effective Date or at such later date or time as may be agreed to between the parties hereto.

3.4 Vendor's Obligations

At the closing of the Exchange the Vendor shall execute and deliver all necessary documents and assurances that may be required to transfer legal and beneficial title in and to the Purchased Shares to the Purchaser, including such forms and/or documents required by Ehave's registrar and transfer agent.

3.5 Purchaser's Obligations

At the closing of the Exchange the Purchaser shall cause the Consideration Shares to be issued for the legal and beneficial ownership of the Vendor and shall prepare and deliver as directed by the Vendor the certificate, or other documents which may be requested by the Vendor, representing the Consideration Shares.

ARTICLE 4 SECTION 85 TAX ELECTION

4.1 Election

The Vendor shall be entitled to make an income tax election pursuant to subsection 85(1) of the Act with respect to the transfer of the Purchased Shares to the Purchaser by providing to the Vendor within 90 days following the Effective Date, a duly completed form T2057 with the details of the number of Purchased Shares transferred and the applicable agreed amounts. Thereafter, subject to the form T2057 being correct and complete and complying with the provisions of the Act, the form T2057 will be signed by the Purchaser and returned to the Vendor within 90 days after the receipt thereof for filing with the Canada Revenue Agency. The Purchaser will not be responsible for the proper or accurate completion of the form T2057 or to check or verify the content of any election form and, except for the Purchaser's obligation to return the duly completed form T2057, within 90 days after the receipt thereof by the Purchaser, the Purchaser will not be responsible for any taxes, interest or penalties or any other costs or damages resulting from the failure by the Vendor to properly and accurately complete or file the necessary election forms in the form and manner and within the time prescribed by the Act. In its sole discretion, the Purchaser may choose to sign and return a form T2057 received more than 90 days following the Effective Date, but the Purchaser will have no obligation to do so. The Vendor shall reimburse the Purchaser forthwith for all costs, fees and other out-of-pocket expenses reasonably incurred by the Purchaser in connection with making such election.

ARTICLE 5 GENERAL

5.1 Time

Time shall be of the essence of this Agreement.

5.2 Unenforceable Terms

If any term or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

5.3 Further Assurances

The parties hereto and each of them do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

5.4 No Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party, to give notice of such complaint, or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

5.5 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

5.6 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all representations and agreements herein shall be construed to be joint and several when applicable to more than one party.

5.7 Governing Law

This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

5.8 Enurement

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

5.9 Execution

This Agreement may be signed by original or by PDF or electronic transmission and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

[The remainder of this page is left intentionally blank; signature page follows.]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement effective the day and year first above written.

KW CAPITAL PARTNERS LIMITED

Per: Signed "*Yisroel Weinreb*"

Title: President

BIRCHTREE INVESTMENTS LTD.

Per: Signed "*Jacinto Vieira*"
Chief Executive Officer