

SHARE PURCHASE AGREEMENT

DATED as of
February 19, 2021

BETWEEN:

Revitalist Lifestyle and Wellness Ltd. a company existing under the laws of British Columbia, having its registered address at 650 W Georgia St #3200, Vancouver, BC V6B 4P7 (“**REVITALIST**”)

AND:

Ketamine Holdings Ltd., a company incorporated under the laws of British Columbia and having its office at 10th Floor 595 Howe St., Vancouver, BC, V6C 2T5. (the “**Target**”)

AND:

SHARHOLDERS OF THE TARGET., listed in Schedule A (the “**Vendors**”)

WHEREAS:

- A. The Vendors are collectively the registered beneficial owners of 100% of the issued and outstanding shares of the Target;

- B. The Target owns a medical clinic through its wholly owned subsidiary, Ketamine Holdings (USA) Ltd company (“CLINIC”); and

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements and covenants herein contained (the receipt and adequacy of such consideration being mutually acknowledged by each party), the parties covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

- 1.1 **Definitions:** In this Agreement the following words and phrases shall have the following meanings:
- (a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity;
 - (b) “**Agreement**” means this Share Purchase Agreement as the same may be supplemented or amended from time to time;
 - (c) “**Assets**” means all property or assets of any nature or kind, whether real or personal, tangible or intangible, corporeal or incorporeal;
 - (d) “**Business Day**” means any day other than a Saturday, Sunday or any statutory holiday in the Province of British Columbia, Canada;
 - (e) “**Closing**” means the closing of the Transaction in accordance with the terms and conditions of this Agreement;
 - (f) “**Closing Date**” means such date on or before the Drop Dead Date, which is three Business Days after the date on which all conditions precedent hereunder have been satisfied or waived and all necessary approvals are received, or waived, by the Target, REVITALIST and Vendors with respect to the Transaction, to the extent such party has the right hereunder to waive such approval, or such later time or date as may be agreed upon in writing by the parties;
 - (g) “**Closing Time**” means 12:00 p.m. (Vancouver time) on the Closing Date or such other time as agreed to in writing by the parties;

- (h) “**Drop Dead Date**” means February 19, 2021 or as subsequently extended with the unanimous consent of all of the parties to this Agreement;
- (i) “**Due Diligence Period**” has the meaning ascribed to that term in Section 10.3;
- (a) “**Encumbrances**” means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the Bank Act (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Target, the Shares, the Patent or the Assets.;
- (b) “**Financial Statements**” means for the Target, the financial statements of such company for the end of the its most recent fiscal year prepared in accordance with IFRS, consisting of a statement of financial position, a statement of profit and loss, a statement of changes in financial position, together with notes to such financial statements and, if available, the report of the auditor thereon;
- (c) “**REVITALIST Shares**” means common shares in the capital of REVITALIST;
- (k) “**Governmental Body**” means any domestic or foreign (a) federal, provincial, state, municipal, local or other government, (b) governmental or quasi-Governmental Body of any nature, including any governmental ministry, agency, branch, department, commission, court, board, tribunal, bureau or instrumentality, or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature;
- (l) “**IFRS**” means International Financial Reporting Standards;
- (m) “**Law**” means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Body;
- (n) “**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of the Corporation; or (b) the ability of the Vendors to consummate the transactions contemplated hereby on a timely basis;

- (o) **“Person”** includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof;
- (p) **“Representatives”** means, with respect to any party, its directors, employees, accountants, counsel and other agents and representatives;
- (q) **“Target”** means Ketamine Holdings Ltd. ., a company incorporated under the laws of British Columbia and having its office at 10th Floor 595 Howe St., Vancouver, BC, V6C 2T5 (the **“Target”**);
- (r) **“Target Shares”** means 100% of the issued and outstanding securities in the share capital of the Target, calculated as of the Closing Time;
- (s) **“Taxes”** means all federal, provincial, territorial, municipal, local, foreign and other income, gross receipts, capital gains, sales, use, production, ad valorem, harmonized sales, goods and services, transfer, franchise, registration, profits, licence, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), municipal, school, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties; and
- (t) **“Transaction”** means the purchase by REVITALIST and the sale by the Vendors or the Target, as applicable, of the Target Shares.

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

- (a) **“this Agreement”** means this Agreement, including the Schedules hereto, if any, as it may from time to time be supplemented or amended;
- (b) all references in this Agreement to a designated Article, section, subsection, paragraph, or other subdivision, or to a Schedule, is to the designated Article, section, subsection, paragraph or other subdivision of, or Schedule to, this Agreement unless otherwise specifically stated;
- (c) the words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subsection or other subdivision or Schedule;
- (d) **“the parties”** means the parties to this Agreement, being the Target, REVITALIST and the Vendors, and **“a party”** means any one of them;
- (e) where any warranty contained in this Agreement is expressly qualified by reference to the **“knowledge”** of the Vendors, it shall be deemed to refer to the actual or constructive knowledge of any director of the Vendors or the Target, as applicable,

and all actual or constructive knowledge which such individual would have if it made due enquiry into the relevant subject matter;

- (f) the singular of any term includes the plural and *vice versa* and the use of any term is equally applicable to any gender and where applicable to a body corporate;
- (g) the word “including” is not limiting (whether or not non-limiting language such as “without limitation”, “but not limited to” and other words of similar import are used with reference thereto);
- (h) the headings to the Articles 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;
- (i) the parties acknowledge that this Agreement is the product of arm’s length negotiation between the parties, each having obtained its own independent legal advice, and that this Agreement shall be construed neither strictly for nor strictly against any party irrespective of which party was responsible for drafting this Agreement;
- (j) the representations, warranties, covenants and agreements contained in this Agreement shall not merge at the Closing Date and shall continue in full force and effect from and after the Closing Date for the applicable period set out in this Agreement; and
- (k) unless otherwise specifically noted, all references to money in this Agreement are or shall be to lawful money of Canada. If it is necessary to convert money from another currency to lawful money of Canada, such money shall be converted to lawful money of Canada using the exchange rates in effect at the close of business on the Business Day prior to the Closing Date.

**ARTICLE 2
PURCHASE AND SALE**

- 2.1 **Purchase and Sale:** Subject to the terms and conditions of this Agreement,
- (a) Vendors hereby agree to:
 - (i) sell, assign and transfer to REVITALIST, and REVITALIST hereby agrees to purchase from the Vendors, free and clear of all Encumbrances, the Target Shares listed in Schedule A.
- 2.2 **Purchase Price:** The consideration for the purchase of the Target Shares, shall be payable as follows:
- 1) 31,450,000 REVITALIST Shares to be issued to the Vendors at the Closing Time as indicated in section 2.1, free and clear of any Encumbrances (the “**Consideration Shares**”) at a deemed price of \$0.30 per Consideration Share;

**ARTICLE 3
TARGET BOARD**

**ARTICLE 4
RESTRICTIONS ON RESALE**

- 4.1 The Vendors acknowledge and agree as follows:
- (a) the issuance of the Payment Shares to the Vendors shall be made pursuant to the following resale restrictions (“**Hold Period**”) from the date of listing on a public stock exchange (the “**Listing Date**”) as indicated in Schedule A.
 - (b) that in the event the Company is listed on a stock exchange the stock exchange may require certain of the Payment Shares be held in escrow in accordance with the policies of the stock exchange;
 - (c) the Vendors are knowledgeable of, or have been independently advised to the applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Payment Shares and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the Vendors to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND TARGET**

- 5.1 The Target and each of the Vendors, on its own behalf and not on behalf of any other Vendor, hereby severally (and, for greater certainty, not jointly with any other Vendor) represents and warrants to REVITALIST, and acknowledges and confirms that REVITALIST is relying upon the representations and warranties in connection with the purchase by REVITALIST of the Target Shares and the transactions contemplated by

this Agreement:

- (a) Corporate Status and Authorization of the Vendors
 - (i) In the case of each Vendor that is an individual, such Vendor has the power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by such Vendor as contemplated herein and to perform each of its obligations hereunder and under all such other agreements and instruments. Such Vendor has the power, authority and capacity to own and dispose of the Shares to REVITALIST.
 - (ii) In the case of each Vendor that is a corporation, such Vendor is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. Such Vendor has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations hereunder and under all such other agreements and instruments. Such Vendor has the corporate power, authority and capacity to own and dispose of the Target Shares to REVITALIST. No act or proceeding has been taken or authorized by or against such Vendor by any other Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of the Vendor with respect to any amalgamation, merger, consolidation, arrangement or reorganization of, or relating to, such Vendor and, to the knowledge of such Vendor, no such proceedings have been threatened by any other Person.
 - (iii) In the case of each Vendor that is a corporation, the execution and delivery of this Agreement and all other agreements and instruments to be executed by such Vendor as contemplated herein and the completion of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of such Vendor.
 - (iv) The Vendors have submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority.
 - (v) This Agreement constitutes the valid and binding obligation of such Vendor enforceable against such Vendor in accordance with its terms. Such Vendor is not an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada) and will not become an insolvent person as a result of the Closing. There is no Action in progress, pending, or to the knowledge of such Vendor, threatened against or affecting such Vendor or affecting the title of such Vendor to any of the Shares at law or in equity. There are no grounds on which any such Action might be commenced and there is no order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority outstanding against or affecting such Vendor, in any such case, which affects adversely or might affect adversely the ability of such Vendor to enter into this Agreement or to perform its obligations hereunder.

- (b) Organization and Good Standing: The Target is a company duly incorporated and validly existing under the Laws of its place of incorporation.
- (c) Qualification to do Business: The Target is duly qualified to carry on business in all jurisdictions in which the character of its properties or assets owned, leased or operated by it, or the nature of its business activities makes such qualification necessary.
- (d) Authorized and Issued Capital: The authorized capital of the Target consists of an unlimited number of common shares, of which 31,450,000 shares are issued and outstanding, of which 100% are registered in the names of the Vendors and there are no convertible securities outstanding. All the shares of the Target have been duly authorized and are validly issued, fully paid and non-assessable and free of pre-emptive rights.

- (e) Authority: The Target has all necessary corporate power, authority and capacity to perform its obligations hereunder, subject to the receipt of requisite regulatory approval pursuant to the terms hereof. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of the Target and this Agreement has been duly executed and delivered by the Target and constitutes a valid and binding obligation of the Target, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.
- (f) No Subsidiary: The Target does not own or have any interest in any shares or have securities, or another ownership interest, in any other Person.
- (g) Litigation & Legal proceedings: There is no suit, action, litigation, investigation, claim, complaint or proceeding before any Governmental Body in progress, pending or, to the best of the Target's knowledge, threatened against or relating to the Target (or by or against the Vendors or any Affiliate thereof and relating to the Target); or its assets, including without limitation the Patent, that, if determined adversely to the Target, would prevent it from fulfilling all of its obligations set out in this Agreement or arising from this Agreement or which would be expected to have a materially adverse effect upon the Target, its financial condition, results of operations or business prospects, and, to the best of the Target's knowledge, there are no existing grounds on which any such action, suit, litigation or proceeding might be commenced with any likelihood of success.
- (h) Compliance: The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by the Target, and the completion of the transactions contemplated hereby, will not conflict with, nor constitute or result in, a violation or breach of, or material default under, or cause the acceleration of any obligations of the Target under:
 - (i) any term or provision of any of its notice of articles, articles or other constituting documents of the Target or any director or shareholder minutes;
 - (ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which the Target is a party or by which it is bound; or
 - (iii) any term or provision of any Patents, registrations or qualification of the Target or any order of any court, Governmental Body or regulatory body or any applicable Law or regulation of any jurisdiction.
 - (iv) In all material respects, the Target has complied, and is now complying, with all Laws applicable to it or its business or Assets. All Permits and Patents required for the Target to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such permits and Patents as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any permit or Patent issued to the Target.

- (i) Absence of Undisclosed Liabilities: Other than as disclosed, The Target does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise).
- (j) Title to Shares. The Vendors are the registered and beneficial owners of the Target Shares as set forth in Schedule A, with good and marketable title to such shares, free and clear of all Encumbrances. No Person, other than REVITALIST, has any agreement or option or any right capable of becoming an agreement for the purchase or exchange of any of the Target Shares, nor any agreement or option or any right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued shares in the capital of the Target. There are no actions pending, the effect of which could be to cause an Encumbrance to attach to any of the issued and outstanding shares in the capital of the Target or any of the assets of the Target, or to divest title to such shares or such assets in any manner whatsoever.
- (k) Assets. Target is the absolute and sole holder of a 100% undivided ownership interest in, and has good, valid and marketable title, in fee simple to, or a valid leasehold interest in, all personal property and other Assets. All such personal property and Assets (including leasehold interests) are free from all Encumbrances and its Assets, free and clear to the knowledge of the Vendors of all Encumbrances. Vendors do not know of any claim or basis for a claim that might or could adversely affect its rights to use, transfer, possess, sell or otherwise exploit the Assets. Vendors have no responsibility or obligation to pay any commission, royalty, Patent, fee or similar payment to any Person with respect to its Assets. All payments, taxes, rates, assessments, renewal fees and other governmental charges owing in respect of the Assets have been paid in full up to the Closing Date. There has been no event, transaction or information which has come to the attention of Vendors that has not been disclosed to REVITALIST and would reasonably be expected to result in a Material Adverse Effect on the Assets and/or the Patent.
- (l) Financial Condition: The Financial Statements of the Target were reported in accordance with IFRS and present fairly the consolidated financial position of the Target and its subsidiaries, on a consolidated basis, as of the respective dates thereof and there has been no material adverse change to the Target's financial condition since the dates thereof.
- (m) No Conflict or Consent: The execution and delivery of this Agreement by the Target and the consummation of the transactions contemplated hereby will not violate:
 - (i) any provision of the articles or by-laws or any resolution of the board of directors (or any committee thereof) or shareholders of the Target; or
 - (ii) any (A) statute, regulation or other Law to which the Target is subject, (B) judgment, decree, order or award of any court or Governmental Body having jurisdiction over the Target; or (C) provision of any contract, or other agreement or instrument to which the Target is a party, a violation of any of which would prevent the parties from consummating the transactions contemplated hereby.

- (iii) No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Vendors or the Target in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.
- (n) Contracts and Outstanding Liabilities: Target has not entered into any contracts with any Person and does not have any liabilities with respect to any contracts.
- (o) Taxes
 - (i) All Taxes due and payable by the Target for periods (or portions thereof) ending on or before the Closing Date (whether or not shown due on any Tax Returns and whether or not assessed or reassessed by the appropriate Governmental Authority) have been paid.
 - (ii) No Governmental Authority of a jurisdiction in which the Target has not filed a Tax Return has made any claim that the Target is or may be subject to Tax or required to file Tax Returns by that Governmental Authority in such jurisdiction. There is no basis for a claim that the Target is subject to Tax in a jurisdiction in which the Target does not file Tax Returns.
 - (iii) There are no matters under audit or appeal with any Governmental Authority relating to Taxes of the Target.
 - (iv) Adequate provision has been made in accordance with GAAP in the Books and Records for all Taxes payable in respect of the Business or the Assets.
 - (v) The Target has not received any notice from any Governmental Authority that it is taking steps to assess any additional Taxes against the Target for any period for which Tax Returns have been filed and there are no actual or pending audit investigations or other Actions of or against the Target by any Governmental Authority relating to Taxes. No Governmental Authority has given notice of any intention to assert any deficiency or claim for additional Taxes against the Target.
 - (vi) The Target has not waived any statute of limitation in respect of Taxes or agreed to any extension of time within which: (i) to file any Tax return covering any Taxes for which the Target is or may be liable; (ii) the Target is required to pay or remit amounts on account of Taxes; or (iii) any Governmental Authority may assess or collect Taxes for which the Target may be liable.
 - (vii) None of the Vendors or the Target is a non-resident of Canada within the meaning of the Tax Act.

- (viii) For all transactions between the Target and any Person not resident in Canada for purposes of the Tax Act with whom the Target was not dealing at arm's length, the Target has made or obtained records or documents that meet the requirements of sections 247(4)(a) to (c) of the Tax Act. There are no transactions to which section 247(2) or (3) of the Tax Act may reasonably be expected to apply.
- (ix) The Target has duly and timely withheld or collected the proper amount of Taxes that are required by Law to withheld or collected (including Taxes and other amounts required to be withheld by it in respect of any Person, including any employee, officer or director and any Person not resident in Canada for purposes of the Tax Act) and have duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required to be remitted by the Target.
- (x) Except for the acquisition of control that will occur by virtue of the execution of this Agreement, for purposes of the Tax Act or any other applicable Tax Law, no Person or group of Persons other than the Vendors have ever acquired control of the Target.
- (xi) None of section 78, 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act, or any equivalent provision of the Tax Law of any province, territory or any other jurisdiction, has applied or will apply to the Target at any time up to and including the Closing Date in a manner that would give rise to incremental Tax liabilities or reduction in Tax attributes.
- (xii) The Target has not acquired property or services from, or disposed of property to, a non-arm's length Person (within the meaning of the Tax Act) for consideration, the value of which is less than the fair market value of the property or services, as the case may be.
- (xiii) The Target is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.
- (xiv) No Tax rulings have been requested or issued by any Tax authority with respect to the Target.
- (xv) The Target will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxation year or portion thereof ending after the Closing Date as a result of use of an improper method of accounting, for a taxation year ending before the Closing Date.
- (xvi) The Target is a "Canadian-controlled private corporation" as defined in the Tax Act and has been a Canadian-controlled private corporation continuously since July 6, 2018.

- (xvii) There are no foreign jurisdictions in which the Target is subject to Tax, is engaged in business or has a permanent establishment.
- (p) Options: Except as set out in this Agreement, no Person has any contract, agreement, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a contract, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or un-issued securities of the Target.
- (q) Dissolution: No act or proceeding by or against the Target has been taken or made in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Target or for the appointment of a trustee, receiver, manager or other administrator of the Target or any of its properties or assets and no such act or proceeding has been threatened.
- (r) No Undisclosed Adverse Information: The Target has not received any notice of, nor is the Target otherwise aware of any, material or substantial facts or circumstances relating to the Target, which has not been disclosed to REVITALIST and which might, if disclosed, be reasonably expected to affect REVITALIST's decision to enter into this Agreement.
- (s) No Broker: There is no Person acting or purporting to act at the request of the Target who is entitled to any brokerage, consultancy or finders fee from the Target in connection with the transactions completed herein.
- (t) Due Diligence: All information provided to REVITALIST in relation to REVITALIST's due diligence of the Target is true and correct in all material respects and does not contain any material omissions as at the respective date as stated therein and has not been amended.
- (u) Absence of Approvals Required: There are no waivers, consents, notices or approvals required to be given or obtained by the Target in connection with the Transaction and the other transactions contemplated by this Agreement.
- (v) Related Party Transactions: Except as otherwise disclosed, the Target has not made any payment or loan to any officer, director, employee, trustee or shareholder or any Person with whom the Target is not dealing at arm's length (within the meaning of the Tax Act) or any Affiliate or spouse of any of the foregoing (each, a "**Related Person**").
- (aa) Except as otherwise disclosed, no Vendor or Affiliate of a Vendor (each, a "**Related Party**") is a party to any Contract with the Target, no Related Party is indebted to the Target and the Target is not indebted to any Related Party.
- (bb) Except as disclosed, no Related Party is owed any Related Party Debt by the Target and there are no Related Party Receivables.

- (cc) Except as disclosed, no Related Person: (i) possesses, directly or indirectly, any financial interest in, or is a director, officer or employee of, any Person which is a competitor or supplier, dealer, lessor or lessee of the Target; or (ii) has any interest in any assets used or held for use by the Target.
- (dd) Books and Records. The Books and Records are complete and correct and have been maintained in accordance with sound business practices. The minute books of the Target contain accurate and complete records of all meetings, and resolutions in writing of, the shareholders, the board of directors and any committees of the board of directors of the Target, and no meeting, or resolution in writing, of any such shareholders, board of directors or committee has been held for which minutes or resolutions in writing have not been prepared and are not contained in such minute books.
- (ee) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction document based upon arrangements made by or on behalf of the Vendors or the Target.
- (ff) Bank Accounts. Schedule 5.1(z) sets forth a true and complete list of the names and addresses of each bank, trust company or other institution in which the Target has an account (and the details of each such account) and the names of all Persons authorized to draw thereon or who have access thereto. The Target does not maintain, and has not previously maintained, a safety deposit box.
- (gg) Power of Attorney. There are no outstanding powers of attorney granted by the Target.
- (hh) Anti-Money Laundering and Anti-Corruption Practices. Neither the Target nor any of its directors, officers or employees or agents, consultants or representatives:
- (i) has violated, and the Vendor's execution and delivery of and performance of its obligations under this Agreement will not violate, any Laws related to money laundering or government guidance regarding anti-money laundering and international anti-money laundering principles or procedures of an intergovernmental group or organization and any executive order, directive or regulation under the authority of any of the foregoing, or any orders or Patents issued thereunder in each case to which either the Target or the Vendor is subject;
 - (ii) has, in the course of its actions for, or on behalf of, the Target (A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (B) paid or received any bribe or otherwise unlawfully offered or provided, directly or indirectly, anything of value to (or received anything of value from) any foreign or domestic government employee or official or any other Person, (C) violated or taken any act that would violate any provision of the Corruption of Foreign Public Officials Act (Canada) ("CFPOA"), the Foreign Corrupt Practices Act of

1977 (United States) (“FCPA”) or other similar Laws of other jurisdictions, (D) violated or taken any act that would violate any provision of the Bribery Act (U.K.) or other similar Laws of other jurisdictions, (E) violated or taken any act that would violate the Special Economic Measures Act (Canada) (“SEMA”) or other similar Laws of other jurisdictions, or (F) violated or taken any act that would violate the Freezing Assets of Corrupt Foreign Public Officials Act (Canada) (“FACFOA”) or other similar Laws of other jurisdictions, in each case to which the Target is subject;

- (iii) has, directly or indirectly, taken any action in violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar applicable Canadian, United States or other foreign Laws;
- (iv) is a “specially designated national” or “blocked person” under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury (“OFAC”), a Person identified under SEMA, FACFOA or any United Nations resolution or regulation or otherwise a target of economic sanctions under other similar applicable Canadian, United States or foreign Laws; or
- (v) has engaged in any business with any Person with whom, or in any country in which it is prohibited for a Person to engage under SEMA, FACFOA, any United Nations resolution or regulation or any other Law or it is prohibited for a United States Person to engage under Law or under applicable United States sanctions administered by OFAC.

(ii) Full Disclosure. No representation or warranty by the Vendors or the Target in this Agreement and no statement contained in the Schedules to this Agreement or any certificate or other document furnished or to be furnished to REVITALIST under this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

(jj) No Waiver of Representations and Warranties. The representations and warranties of each of the Vendors and Target contained herein shall in no way be abridged, reduced, waived, considered fulfilled or otherwise affected by any examination or inspection made by REVITALIST at any time.

5.2 **Survival:** The representations and warranties of the Target and Vendors hereunder shall survive the Closing for a period of 24 months, notwithstanding the waiver of any condition by REVITALIST. Notwithstanding the foregoing, in the case of a claim in respect of a representation and warranty based on fraud, there shall be no time limit within which such a claim may be made. All covenants and agreements of the parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or

warranty and such claims shall survive until finally resolved or the expiry of the limitation period under applicable Law, whichever is sooner.

- 5.3 **Reliance:** The Target and the Vendors acknowledge and agree that REVITALIST has entered into this Agreement relying on the Target's and Vendor's warranties and representations and other terms and conditions of this Agreement notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of REVITALIST.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF REVITALIST

- 6.1 In order to induce Vendors and the Target to enter into and to consummate the transactions contemplated hereunder, REVITALIST represents and warrants as follows:
- (a) Organization and Good Standing: REVITALIST is a company duly incorporated and validly existing under the Laws of its place of incorporation.
 - (b) Qualification to do Business: REVITALIST is duly qualified to carry on business in all jurisdictions in which the character of its properties or assets owned, leased or operated by it, or the nature of its business activities makes such qualification necessary.
 - (c) Authorized and Issued Capital: On the date hereof, the issued capital of REVITALIST consists of 18,715,662 REVITALIST Shares. All the outstanding REVITALIST Shares have been duly authorized and are validly issued, fully paid and non- assessable and free of pre-emptive rights.
 - (d) Authority: REVITALIST has all necessary corporate power, authority and capacity to perform its obligations hereunder, subject to the receipt of requisite regulatory approval pursuant to the terms hereof. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of REVITALIST and this Agreement has been duly executed and delivered by REVITALIST and constitutes a valid and binding obligation of REVITALIST, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.
 - (e) Litigation: There is no suit, action, litigation, investigation, claim, complaint or proceeding before any Governmental Body in progress or pending or, to the best of REVITALIST's knowledge, threatened against or relating to REVITALIST or its assets that, if determined adversely to REVITALIST, would prevent it from fulfilling all of its obligations set out in this Agreement or arising from this Agreement or which would be expected to have a materially adverse effect upon REVITALIST, its financial condition, results of operations or business prospects, and, to the best of REVITALIST's

knowledge, there are no existing grounds on which any such action, suit, litigation or proceeding might be commenced with any likelihood of success.

- (f) Compliance: The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by REVITALIST, and the completion of the transactions contemplated hereby, will not conflict with, nor constitute or result in, a violation or breach of, or material default under, or cause the acceleration of any obligations of REVITALIST under:
 - (i) any term or provision of any of its notice of articles, articles or other constating documents of REVITALIST or any director or shareholder minutes;
 - (ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which REVITALIST is a party or by which it is bound; or
 - (iii) any term or provision of any Patents, registrations or qualification of REVITALIST or any order of any court, Governmental Body or regulatory body or any applicable Law or regulation of any jurisdiction.
- (g) Absence of Undisclosed Liabilities: REVITALIST does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise) other than disclosed.
- (h) Assets: The Assets of REVITALIST include only cash.
- (i) No Conflict: The execution and delivery of this Agreement by REVITALIST and the consummation of the transactions contemplated hereby will not violate:
 - (i) any provision of the articles or by-laws or any resolution of the board of directors (or any committee thereof) or shareholders of REVITALIST; or
 - (ii) any (A) statute, regulation or other Law to which REVITALIST is subject, (B) judgment, decree, order or award of any court or Governmental Body

having jurisdiction over REVITALIST; or (C) provision of any contract, or other agreement or instrument to which REVITALIST is a party, a violation of any of which would prevent the parties from consummating the transactions contemplated hereby.

- 6.2 **Survival:** The representations and warranties of REVITALIST hereunder shall survive the Closing for a period of 24 months, notwithstanding the waiver of any condition by the Vendor.
- 6.3 **Reliance:** REVITALIST acknowledges and agrees that Vendors and Target have entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement.

ARTICLE 7 INDEMNIFICATION FOR LIABILITIES

- 7.1 Other than with respect to liabilities, obligations and commitments disclosed in the Financial Statements, Vendors further represent and warrant that there are no liabilities related to the Target as at the Closing Date and indemnify REVITALIST against any such liabilities.

ARTICLE 8 INTERIM COVENANTS

- 8.1 **Approval and Closing:** From the date of this Agreement to the Closing Date or the termination of this Agreement, the parties will use their best commercial efforts to complete the Transaction and take the following steps in furtherance thereof within the following time periods:
- (i) closing of the Transaction will occur on or before the Drop-Dead Date.
- 8.2 **Exclusivity:** From the date of this Agreement until the earlier of (i) the Closing Date and (ii) the termination of this Agreement, the Vendors and the Target covenant that they will not cause the Target to not, directly or indirectly, through any Representative or otherwise, solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept or consider any proposal of any other Person relating to the acquisition of the Target Shares, or the Target's assets or properties, in whole or in part, whether through direct purchase, merger, consolidation or other business combination and whether through disposing, optioning or transferring the rights to the Target's properties or assets to a third party, including without limitation any single or multi-step transaction or series of related transactions. The applicable Vendor or the Target, as applicable, will immediately (and in any event within 24 hours) notify REVITALIST in writing regarding any contact between such Vendor or the Target or their respective Representatives and any other person regarding

any such offer or proposal or any related inquiry and provide REVITALIST with a copy of any such correspondence or related materials.

8.3 **Due Diligence:** During the period from the date of this Agreement to the Closing Date (the "Due Diligence Period"), REVITALIST shall be entitled to complete due diligence with respect to the financial condition of the Target, which shall include a review of all financial statements, assets, liabilities and working capital amounts, material agreements, employment matters, Tax matters, and review of the corporate and financial records of the Target and the Vendor. Target will make available all files, books, papers, financial information and pertinent documents or agreements relating to the above matters and shall provide reasonable physical access to all assets and records.

8.4 In addition, Target agrees to:

- (a) provide the legal and other professional representatives and agents of REVITALIST with reasonable access to the books, records and documents of the Target provided that the confidentiality of the subject matter of the disclosure can be reasonably maintained in accordance herewith;
- (b) execute or cause to be executed such consents, authorizations and directions as may be necessary to provide REVITALIST with access to all files, records and information relating to the Target's financial condition; and
- (c) endeavor to include in the information furnished to REVITALIST or obtained by REVITALIST in the course of the aforesaid investigations, all information which would reasonably be considered to be relevant for the purposes of REVITALIST's investigation and not knowingly withhold any information which would make anything contained in the information delivered erroneous or misleading.

ARTICLE 9 CLOSING

9.1 **Closing Date and Location:** The Transaction contemplated by this Agreement shall be completed in person or by electronic delivery at 12:00 P.M. (Vancouver time) on the Closing Date, or at such other time or at such other location as may be mutually agreed upon in writing by the parties.

9.2 **Closing procedure:** Upon all the conditions mentioned in this Agreement having been satisfied or waived in accordance with the provisions herein, the Target shall notify REVITALIST of same, who shall be afforded the opportunity to verify that all documents required pursuant to this Agreement are in order against delivery of the Consideration Shares and Consideration Warrants due at the Closing Time.

ARTICLE 10 CONDITIONS

10.1 **Mutual Conditions:** The respective obligations of the parties hereto to consummate the transactions contemplated hereunder are subject to the satisfaction, on or prior to the

Closing Date, of the following conditions, any of which may be waived only by the mutual consent of the parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) the receipt of all necessary prior regulatory approvals, specifically approvals in accordance with the regulations of the CSE, if applicable;
- (b) the receipt of the approval of the Transaction by both the board of directors and the shareholders (as applicable) of each of the Vendors and the Target; and
- (c) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction shall be in effect prohibiting the transactions contemplated by this Agreement and no action or proceeding shall have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the transactions between the parties contemplated by this Agreement.

10.3 **REVITALIST's Conditions:** The obligations of REVITALIST to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, determined by REVITALIST in its sole discretion, at or before the Closing Time, each of the following conditions precedent:

Initial Deliveries:

The Target will have delivered:

- (i) at Closing, a certificate of good standing or equivalent for the Target, duly issued by the authorized government corporate registry in the applicable jurisdiction of incorporation dated no later than two days prior to Closing;
- (b) Ownership of the Target Shares: Each Vendor shall have demonstrated ownership of that number of Target Shares owned by him or it, as registered in his or its name;
- (c) Due Diligence Review: Completion by REVITALIST of satisfactory due diligence investigations of the Target, such that no amendment to this Agreement is required by REVITALIST, in its sole discretion;

- (d) Truth and Accuracy of Representations: The representations and warranties of the Vendors and the Target made under this Agreement shall be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time;
- (e) Performance of Obligations: The Vendors and the Target shall have performed and complied with all the obligations and covenants contained in this Agreement to be performed and complied with by each of them, other than those conditions which are waived by REVITALIST;
- (f) Absence of Material Adverse Change: There will have been no material adverse changes, adverse change of material fact or any development that could reasonably result in an adverse material impact on the business, financial results, operations or affairs of the Target;
- (g) Absence of Change of Conditions: No event shall have occurred or condition or situation shall have arisen or legislation (whether by statute, rule, regulation, by-law or otherwise) shall have been introduced that might reasonably be expected to have a materially adverse effect upon the Target or the financial condition, results of operations or business prospects of each of them;
- (h) Absence of Additional Liabilities: The Target has not incurred any liabilities other than those which are:
 - (i) contained in the Financial Statements; or
 - (ii) incurred with the consent of REVITALIST.
- (i) Closing Documentation: REVITALIST shall have received from the Vendors or the Target, as applicable, the following closing documentation:
 - (i) an opinion of the Vendors' solicitors subject to reasonable assumptions and qualifications, or other documentation, satisfactory to REVITALIST, acting reasonably, confirming, among other things, that the Target is validly incorporated or established under the laws of its respective jurisdictions of incorporation, that it has the capacity to enter into this Agreement and complete the transactions contemplated herein, the status of each of the Vendor's title and ownership of the Target Shares owned by it, and the transferability of the Target Shares and no Encumbrances thereon;
 - (ii) certificate of good standing (or equivalent) for the Target;
 - (iii) certificates, dated the Closing Date and signed by the Vendors, as applicable, that each of the conditions applicable to the respective Vendor has been satisfied;
 - (iv) certificates, dated the Closing Date and signed by a duly authorized officer of the Target that each of the conditions applicable to the Target has been satisfied;

- (v) certified resolutions of the Vendors approving the transactions contemplated hereunder, authorizing the transfer of the Target Shares owned by each of them to REVITALIST, the registration of the Target Shares owned by each of them in the name of REVITALIST, and the issue of share certificates representing the Target Shares owned by each of them registered in the name of REVITALIST;
- (vi) all other necessary consents, waivers, including waivers of pre-emptive rights, and authorizations required to enable the transfer of the Target Shares as provided for in this Agreement;
- (vii) all such instruments of transfer, duly executed, which in the opinion of REVITALIST, acting reasonably, are necessary to effect and evidence the transfer of the Target Shares free and clear of all Encumbrances;
- (viii) evidence of the appointment of the REVITALIST nominees to the board of directors of the Target;
- (ix) a certified copy of a resolution of the directors of the Vendors approving the transactions contemplated hereunder;
- (x) such other documents as may be required by REVITALIST, acting reasonably.

10.4 **Waiver/Survival:** The conditions set forth in Section 10.3 are for the exclusive benefit of REVITALIST and may be waived by REVITALIST in writing in whole or in part on or before the Closing Date. Notwithstanding any such waiver, the completion of the purchase and sale contemplated by this Agreement by REVITALIST shall not prejudice or affect in any way the rights of REVITALIST in respect of the representations and warranties of the Vendors and the Target in this Agreement.

10.5 **Vendor's Conditions:** The obligations of the Target to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent:

- (a) Truth and Accuracy of REVITALIST Representations at Closing: The representations and warranties of REVITALIST made hereunder shall be true and correct at Closing and with the same effect as if made at and as of Closing;
- (b) Performance of Obligations: REVITALIST shall have performed and complied with all the obligations and covenants contained in this Agreement to be performed and complied with by it;
- (c) Absence of Material Adverse Change: There will have been no material adverse changes, adverse change of material fact or any development that could reasonably result in an adverse material impact on the business, financial results, operations or affairs of REVITALIST; and

- (d) Closing Documentation: Vendors and Target shall have received from REVITALIST the following closing documentation:
- (i) a certificate of good standing for REVITALIST duly issued by the Registrar of Companies (British Columbia) on the Closing Date dated no later than two days prior to Closing;
 - (i) certificates, dated the Closing Date and signed by a duly authorized officer of REVITALIST that each of the conditions set forth in Sections 12.3(a),(b), and(c) have been satisfied;
 - (ii) a certified copy of a resolution of the directors of REVITALIST approving the transactions contemplated hereunder, including the reservation for issuance to the Vendors of the Payment Shares, and authorizing the execution of this Agreement; and
 - (iv) such other documents as may be required by the Vendor, acting reasonably.

10.6 **Waiver/Survival**: The conditions set forth in Section 10.5 are for the exclusive benefit of the Vendors and may be waived by Target in writing in whole or in part on or before the Closing Date. Notwithstanding any such waiver, completion of the purchase and sale contemplated by this Agreement by Target shall not prejudice or affect in any way the rights of Target in respect of the warranties and representations of REVITALIST set forth in this Agreement.

ARTICLE 11 CONDUCT OF BUSINESS PRIOR TO CLOSING

- 11.1 **Vendor's and Target's Conduct**: Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, the Target shall do the following:
- (a) Conduct Business in Ordinary and Usual Course: Conduct the Target's business in the ordinary and usual course thereof and not, without the prior written consent of REVITALIST, enter into any transaction which would constitute a breach of any of their respective representations, warranties or agreements contained herein. Without limiting the generality of the foregoing:
 - (i) The Target will not, without REVITALIST's prior consent, acting reasonably, dispose, option, encumber or transfer rights to any material assets;
 - (ii) The Target will not, without REVITALIST's prior consent, acting reasonably, make, or agree to make, capital expenditure exceeding (with respect to a single item or in aggregate in respect of a series of connected items) in total \$25,000 (or its equivalent at the time);

- (iii) The Target will not, without REVITALIST's prior consent, acting reasonably, pass a shareholders' or Board of Directors' resolution save as may be necessary to comply with its statutory obligations or in connection with its obligations under this Agreement;
 - (iv) The Target will not, without REVITALIST's prior consent, acting reasonably, enter into a long term, onerous, unusual or material agreement or arrangement, or agreements or arrangements, involving consideration, expenditure or liabilities, alone or in aggregate, in excess of \$25,000;
 - (v) The Target will not, without REVITALIST's prior consent, acting reasonably, give, or agree to give, a guarantee, indemnity or other agreement to secure, or incur financial or other obligations with respect to, another person's obligation other than in the ordinary course of business;
 - (vi) The Target will not, without REVITALIST's prior consent, acting reasonably, not enter into an agreement, arrangement or obligation (whether legally enforceable or not) in which a connected person of a Vendor or the Target, a director or former director of any of them or a person connected with a director or former director of any of them, is interested save in the ordinary course of business;
 - (vii) The Target will not, without REVITALIST's prior consent, acting reasonably, start litigation or arbitration proceedings other than for the collection of debts, in connection with the transactions contemplated herein or in the ordinary course of business;
 - (viii) The Target will not, without REVITALIST's prior consent, grant any bonuses, benefits or other forms of direct or indirect compensation or approve any change of control or other termination benefits to any employee, officer, director or consultant of the Target or the Vendors;
 - (ix) The Target will not, without REVITALIST's prior consent, issue any securities, from treasury or otherwise, or options, warrants, rights or convertible securities;
 - (x) The Target will not, without REVITALIST's prior consent, pay any dividends, redeem any securities, or otherwise cause assets to be distributed; and
 - (xi) The Target will not, without REVITALIST's prior consent, borrow any funds, under existing credit lines or otherwise;
- (b) Perform Obligations: The Target will comply, in all material respects, with all Laws affecting the operation of their respective business and pay all required taxes;
- (c) Pay Liabilities: The Target will pay and discharge all of its liabilities or obligations in the ordinary and usual course of business consistent with past business practice,

except for such liabilities or obligations as may be contested by each of them in good faith;

- (d) No Breach: Not take any action or omit to take any action which would, or would reasonably be expected to, result in a breach of or render untrue any of the Vendor's or the Target's representations, warranties, covenants, or other obligations contained herein; and
- (e) Preserve Business: Preserve intact the Target's business and Assets and promote and preserve for REVITALIST the goodwill of consultants, suppliers, and others having business relations with the Target and their respective Assets.

ARTICLE 12

INTENTIONALLY DELETED

ARTICLE 13 VENDORS' INDEMNITIES

Indemnification of REVITALIST:

- 13.1 From and after Closing, each Vendor covenants and agrees to indemnify REVITALIST against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable legal fees on a solicitor and own client basis) suffered or incurred by REVITALIST, as applicable, directly or indirectly, by reason of or arising out of:
- (i) any warranties or representations on the part of such Vendor hereunder being untrue; or
 - (ii) a breach of any agreement, term or covenant on the part of such Vendor made or to be observed or performed under this Agreement.
- 13.2 From and after Closing, the Target covenants and agrees to indemnify REVITALIST against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable legal fees on a solicitor and own client basis) suffered or incurred by REVITALIST, as applicable, directly or indirectly, by reason of or arising out of:
- (i) any warranties or representations on the part of the Target hereunder being untrue; or
 - (ii) a breach of any agreement, term or covenant on the part of the Target made or to be observed or performed under this Agreement.

- 13.3 **Indemnification of the Vendor:** From and after Closing, REVITALIST covenants and agrees to indemnify the Target, as applicable, against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable legal fees on a solicitor and own client basis) suffered or incurred by the Target, as applicable, directly or indirectly, by reason of or arising out of:
- (a) any warranties or representations on the part of REVITALIST hereunder being untrue; or
 - (b) a breach of any agreement, term or covenant on the part of REVITALIST made or to be observed or performed under this Agreement.
- 13.4 **Claims Under Indemnities:** If any claim is made against a party in respect of which that party may incur or suffer damages, losses, costs or expenses that might reasonably be considered to be subject to indemnity under Section 13.1 and 13.2, the affected party will notify the other party as soon as reasonably practicable of the nature of such claim and such party shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim. The defence of any such claim (whether assumed by such party or not) shall be through legal counsel, and shall be conducted in a manner, acceptable to the parties acting reasonably, and no settlement may be made by such party without the prior written consent of the affected party. If the non-affected party assumes the defence of any claim, then:
- (a) the affected party shall co-operate with the non-affected party and its counsel in the course of the defence, such co-operation to include providing or making available to the non-affected party and their counsel documents and information and witnesses for attendance at examinations for discovery and trials;
 - (b) the reasonable legal fees and disbursements and other costs of such defence shall, from and after such assumption, be borne by the non-affected party;
 - (c) if the affected party retains additional counsel to act on its behalf, the non-affected party and its counsel shall co-operate with such counsel, provided that all fees and disbursements of such additional counsel shall be paid by the affected party; and
 - (d) if the parties are or become parties to the same action, and the representation of all parties by the same counsel would be inappropriate due to a conflict of interest, then the parties shall be represented by separate counsel and, subject to any party's indemnity obligations as set out in this Article, the costs associated with the action shall be borne by the parties incurring such costs.

ARTICLE 14 CONFIDENTIALITY

- 14.1 **No Disclosure:** No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by any party or any of its representatives without the prior approval of the other parties as to timing, content and method, provided that the provisions of this paragraph will not prevent any party from

making, after consultation with the other parties, such disclosure as its counsel advises is required by applicable Law or the rules and policies of the CSE.

- 14.2 **Hold Information in Confidence:** Unless and until the transactions contemplated in this Agreement have been completed, or until the termination of this Agreement, except with the prior written consent of the other parties, each of the parties and their respective representatives will hold all information received from the other parties in the strictest confidence, except such information and documents as are available to the public or as are required to be disclosed by applicable Law or regulation.

ARTICLE 15 TERMINATION

- 15.1 **Termination:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated at any time prior to the Closing Date as follows:
- (a) by mutual written agreement by the parties;
 - (b) by Vendors if REVITALIST has not received the requisite conditional CSE approval with respect to the Transaction, if required, on or before the Drop-Dead Date;
 - (c) by Vendors if REVITALIST breaches any of its representations or warranties or fails to comply with any covenants contained herein; or
 - (d) by REVITALIST if a Vendor or the Target breaches any of their respective representations or warranties or fails to comply with any covenants contained herein.

Any party desiring to terminate this Agreement pursuant to this Section 15.1 shall give written notice of such termination to the other party.

This Agreement shall terminate automatically in the event that the Transaction has not been completed by the Drop-Dead Date.

- 15.2 **Post-Termination Obligations:** Upon the termination of this Agreement the parties shall be released from their obligations hereunder other than as expressly contemplated hereby, excepting those under Article 13, Article 14 and Article 16 and Section 15.1, provided that nothing herein shall relieve a party from liability arising prior to such termination.

ARTICLE 16 DISPUTE RESOLUTION

- 16.1 **Disputes:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof and any claim or request that may be made under any of the provisions of the *Business Corporations Act* (British Columbia) shall be determined by arbitration in British Columbia.

**ARTICLE 17
GENERAL**

- 17.1 **Expenses:** All costs and expenses incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.
- 17.2 **Time:** Time shall be of the essence hereof.
- 17.3 **Notices:** Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered or electronically transmitted to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party as set out on the first page of this Agreement, or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing unless at the time of mailing or within five Business Days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered or sent by electronic transmittal. Any notice delivered or electronically transmitted to the party to whom it is addressed shall be deemed to have been given and received on the Business Day next following the day it was delivered, telecopied or electronically transmitted.
- 17.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without regard to conflict of law principles) and save and except for matters that are subject to binding decision by an expert as contemplated under Article 16 herein the parties submit and attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.
- 17.5 **Assignment:** The rights of the parties hereunder may not be assigned by any party without the consent of the other party, such consent not to be unreasonably withheld or delayed.
- 17.6 **Severability:** If a court or other tribunal of competent jurisdiction determines that any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.
- 17.7 **Further Assurances:** The parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereunder, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and carry out its provisions whether before or after the Closing Date.

- 17.8 **Enurement:** This Agreement and each of the terms and provisions hereof shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 17.9 **Amendments and Waiver:** No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.
- 17.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, by and between any of the parties with respect to the subject matter hereof.
- 17.11 **Counterparts:** This Agreement may be executed in as many counterparts as may be necessary or by electronic transmission and each such counterpart agreement or electronic transmission so executed shall be deemed to be an original and such counterparts and copies of electronic transmissions together shall constitute one and the same instrument.

[signature page follows]

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

REVITALIST LIFESTYLE AND WELLNESS LTD.

Per: "Aaron Bowden"
Authorized Signatory
Name: Aaron Bowden
Title: Director

KETAMINE HOLDINGS LTD.

Per: "Patrick Gray"
Authorized Signatory
Name: Patrick Gray
Title: Director

Per: "William Walker"
Name: William Walker

Per: "Kathryn Walker"
Name: Kathryn Walker

Per: "Anthony El Chibani"
Name: Anthony El Chibani

Per: "Chris Walden"
Name: Chris Walden

Per: "Cassy Walden"
Name: Cassy Walden

0896323 BC Ltd.

Per: "Dan Kriznic"
Authorized Signatory
Name: Dan Kriznic
Title: Director

SHARYL A. STERLING (2016) DISCRETIONARY TRUST

Per: "Natasha Collins"
Authorized Signatory
Name: Natasha Collins
Title: Trustee

Per: "Michael Kriznic"
Name: Michael Kriznic

Per: "Jordan Crockett"
Name: Jordan Crockett

NEXTGEN METAL CAPITAL CORP.

Per: "Michael Kriznic"
Authorized Signatory
Name: Michael Kriznic
Title: Director

Per: "Andrew Lawrenson"
Name: Andrew Lawrenson

Per: "Spencer MacLean"
Name: Spencer MacLean

ANAMASAM INC.

Per: "Craig Bridgman"
Authorized Signatory
Name: Craig Bridgman

Per: "Jens Biertumpel"
Name: Jens Biertumpel

Per: "Paul Saunders"
Name: Paul Saunders

LION CAPITAL INVESTMENT LIMITED

Per: "David Duggan"
Authorized Signatory
Name: David Duggan

GREY WOLF CAPITAL LTD.

Per: "Spencer MacLean"
Authorized Signatory
Name: Spencer MacLean

Per: "Corby Marshall"
Name: Corby Marshall

EIGHT CAPITAL

Per: "Conrad Beyleveldt"
Authorized Signatory
Name: Conrad Beyleveldt

DELANEY CAPITAL MANAGEMENT LTD

Per: "Lynn Miller"
Authorized Signatory
Name: Lynn Miller

Per: "David Morrison"
Name: David Morrison

2546007 ONTARIO CORP

Per: "Elizabeth Staltari"
Authorized Signatory
Name: Elizabeth Staltari

Per: "Alex Athanasopoulos"
Name: Alex Athanasopoulos

Per: "Patrick McBride"
Name: Patrick McBride

Per: "Jaime Robb"
Name: Jaime Robb

Per: "John Esteireiro"
Name: John Esteireiro

Per: "Irfhan Jiwani"
Name: Irfhan Jiwani