

## SHARE EXCHANGE AGREEMENT

This Share Exchange Agreement (the "Agreement") is made as of October 28, 2021 by and between,

**GENETETHER INC.,**  
a corporation incorporated under the  
*Delaware General Corporation Law*  
("GeneTether U.S.")

-and-

**GENETETHER THERAPEUTICS INC.,**  
a corporation incorporated under the  
*Canada Business Corporations Act*  
("GeneTether Canada")

-and-

**THE UNDERSIGNED SHAREHOLDERS OF GENETETHER U.S.**  
(each a "Participating Shareholder" and, collectively, the "Participating Shareholders")

**WHEREAS**, immediately prior to the Closing (as that term is hereinafter defined), the Participating Shareholders will be the legal and beneficial owners of one hundred percent (100%) of the issued and outstanding common shares in the capital of GeneTether U.S.;

**AND WHEREAS**, subject to the terms and conditions of this Agreement, the Participating Shareholders intend to sell, transfer, and assign to GeneTether Canada all of the issued and outstanding common shares in the capital of GeneTether U.S. in exchange for common shares in the capital of GeneTether Canada on a *pro rata* basis;

**AND WHEREAS**, the parties hereto intend that, for U.S. federal income tax purposes, the transactions contemplated by this Agreement will constitute a "reorganization" within the meaning of U.S. *Internal Revenue Code* § 368(a)(1)(F);

**AND WHEREAS**, upon completion of the transactions contemplated by this Agreement, the Participating Shareholders will become the registered owners of all of the issued and outstanding securities in the capital of GeneTether Canada as at the Effective Date,

**NOW THEREFORE**, in consideration of the premises, covenants, terms, conditions, representations, and warranties hereinafter set forth, GeneTether U.S., GeneTether Canada, and each of the Participating Shareholders (each, a "Party" and two or more being "Parties") covenant and agree as follows:

## Interpretation

1. In this Agreement, the following terms shall have the following meanings:
  - (a) “Agent” means Research Capital Corporation, the investment bank engaged by GeneTether U.S. to act as lead agent and sole bookrunner, on a best-efforts basis, in respect of the Offering;
  - (b) “Applicable Laws” means all applicable rules, policies, notices, orders, and legislation of any kind whatsoever of any governmental authority, regulatory body, or stock exchange having jurisdiction over the Parties or the transactions contemplated hereby;
  - (c) “Closing” means the consummation of the transactions contemplated by this Agreement on the Effective Date;
  - (d) “Designated Representative” has the meaning ascribed thereto in section 18 hereof;
  - (e) “Effective Date” means the date determined in accordance with section 5 hereof;
  - (f) “Encumbrances” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands, and equities of any nature whatsoever and howsoever arising and any rights or privileges capable of becoming any of the foregoing;
  - (g) “GeneTether Canada Common Shares” means the common shares in the capital of GeneTether Canada issuable to the Participating Shareholders hereunder;
  - (h) “GeneTether U.S. Common Shares” means the issued and outstanding common shares in the capital of GeneTether U.S. immediately prior to the Closing as set forth in Schedule “A” annexed hereto;
  - (i) “Listing” means the listing of the GeneTether Canada common shares on the TSXV;
  - (j) “Offering” means the planned initial public offering by GeneTether Canada of GeneTether Canada common shares pursuant to a long form prospectus (Form 41-101F1) under Canadian Securities Administrators National Instrument 41-101.
  - (k) “Person” is to be construed broadly and includes an individual, sole proprietor, corporation, body corporate, partnership, joint venture, association, trust, unincorporated organization, governmental body, or any other entity, or any trustee, executor, administrator, or other legal representative thereof;
  - (l) “TSXV” means the TSX Venture Exchange;

- (m) “U.S. Person” has the meaning ascribed thereto in Regulation S promulgated under the 1933 Act; and
  - (n) “1933 Act” means the U.S. *Securities Act of 1933*.
2. Schedule “A” annexed hereto, being a list of the Participating Shareholders as at the Effective Date, the number of GeneTether U.S. Common Shares held by each Participating Shareholder, and the number of GeneTether Canada Common Shares issuable to each Participating Shareholder in exchange for such Participating Shareholder’s GeneTether U.S. Common Shares, is annexed hereto and forms a part of this Agreement.

### **Share Exchange**

3. As at the Effective Date, each Participating Shareholder is the registered, legal, and beneficial owner of the number of GeneTether U.S. Common Shares set out beside such Participating Shareholder’s name in Schedule “A” to this Agreement. Each Participating Shareholder hereby covenants and agrees to sell, transfer, and assign to GeneTether Canada, free and clear of Encumbrances, and GeneTether Canada hereby covenants and agrees to purchase from each such Participating Shareholder, all of the GeneTether U.S. Common Shares held by such Participating Shareholder, as set out in Schedule “A” to this Agreement.
4. The consideration payable by GeneTether Canada for the GeneTether U.S. Common Shares held by the Participating Shareholders will consist of an aggregate of 41,666,648 GeneTether Canada Common Shares to be issued, *pro rata*, to the Participating Shareholders, with each Participating Shareholder receiving the number of GeneTether Canada Common Shares set out opposite each Participating Shareholder’s name in Schedule “A” annexed to this Agreement. Upon completion of the transactions contemplated by this Agreement, (a) the GeneTether Canada Common Shares held by the Participating Shareholders, together with any options to acquire GeneTether Canada Common Shares assumed by GeneTether Canada pursuant to Section 20 hereof, will represent all of the issued and outstanding securities in the capital of GeneTether Canada, (b) the name of each Participating Shareholder will be added to the GeneTether Canada shareholders’ ledger, and (c) GeneTether Canada will be recorded in the GeneTether U.S. shareholders’ ledger as the registered owner of the exchanged GeneTether U.S. Common Shares.
5. The Effective Date shall be that date mutually designated by the boards of directors of each of GeneTether U.S. and GeneTether Canada; provided that such Effective Date shall be (a) prior to the closing of the Offering, and (b) no later than March 31, 2022.
6. The Parties adopt this Agreement as a “plan of reorganization” within the meaning of §§ 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

7. The transfer of the GeneTether U.S. Common Shares and the issuance of the GeneTether Canada Common Shares to the Participating Shareholders will be made in reliance on exemptions from registration and prospectus filing requirements provided by the 1933 Act § 4(a)(2) and the “safe harbor” provided by Rule 506(b) of Regulation D, and Section 2.11 of Canadian Securities Administrators’ National Instrument 45-106 – *Prospectus Exemptions*.
8. Notwithstanding any other provision of this Agreement, no fractional GeneTether Canada Common Shares will be issued to any Participating Shareholder in connection with the transactions contemplated by this Agreement. Any Participating Shareholder entitled to receive a fractional number of GeneTether Canada Common Shares will have such fraction rounded down to the nearest whole number of applicable GeneTether Canada Common Shares.
9. The GeneTether Canada Common Shares issuable to Participating Shareholders pursuant to this Agreement will be subject to restrictions on the transfer thereof pursuant to Applicable Laws including, without limitation, the Canadian Securities Administrators’ National Instrument 45-102 – *Resale of Securities*, which will be evidenced by legends on the certificates and/or book-entry-only transaction advice representing such GeneTether Canada Common Shares.
10. If the Participating Shareholder is resident in or subject to the laws of the United States, or is otherwise defined as a U.S. Person, the GeneTether Canada Common Shares issued to the Participating Shareholder hereunder will be “restricted securities” within the meaning of Rule 144 promulgated under the 1933 Act in which event such GeneTether Canada Common Shares will be subject to hold periods under Applicable Laws, and, as such, may not be sold, transferred, assigned, or otherwise disposed of except pursuant to an effective registration statement or prospectus, or pursuant to an exemption from, or in a transaction not subject to, the registration or prospectus requirement of Applicable Laws, and in each case only in accordance with all Applicable Laws.
11. In addition to any other legends required under Applicable Laws, any certificate or book-entry-only transaction advice evidencing GeneTether Canada Common Shares issued to a U.S. Person 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 “1933 ACT”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE 1933 ACT. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF GENETETHER CORPORATION (THE “ISSUER”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE UNITED STATES STATE LAWS AND REGULATIONS AND APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION

THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), IF THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT.”

12. None of the GeneTether Canada Common Shares have been or will be registered under the 1933 Act or under any state securities or “blue sky” laws of any state in the United States and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person except in accordance with the provisions of Regulation S as promulgated under the 1933 Act, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with Applicable Laws.
13. If the Participating Shareholder is a U.S. Person, the Participating Shareholder shall, on or before the Effective Date, execute and deliver to GeneTether Canada a fully completed Accredited Investor Certificate of U.S. Shareholder in the form annexed to this Agreement as Schedule “B” in order to, *inter alia*, evidence the availability of applicable exemptions from United States securities laws in connection with the Participating Shareholder’s acquisition of GeneTether Canada Common Shares.
14. If the Participating Shareholder is a U.S. Person:
  - (a) the Participating Shareholder shall:
    - (i) deliver to GeneTether Canada a completed form of notice of its intention to make an election under § 1.367(b)-3(c)(3) substantially in the form of Schedule “C” hereto not later than one month prior to the due date of the Participating Shareholder’s tax return for the taxable year (a “deemed dividend election”);
    - (ii) make a “nil” deemed dividend election in accordance with section 1.367(b)-3(c) in substantially the form attached hereto as Schedule “D” (“nil deemed dividend election form”);
    - (iii) file with their U.S. Federal tax return for the tax year 2021 a U.S. *Internal Revenue Code* § 367(b) notice in substantially the form set forth as Schedule “E” hereto, as required by 26 CFR § 1.367(b)-1(c)(1) (a “367(b) notice”);
    - (iv) and
    - (v) deliver to GeneTether Canada a copy of the 367(b) notice on or before the date of the filing thereof.

- (b) If the Participating Shareholder is a U.S. Person holding stock in GeneTether Canada equal to or greater than 10% by vote or power ("U.S. Shareholder"), that U.S. Shareholder shall:
    - (i) file with their U.S. Federal tax return for the tax year 2021 a U.S. Internal Revenue Code § 367(b) notice substantially in the form of Schedule "E"; and
    - (ii) deliver to GeneTether Canada a copy of the 367(b) notice on or before the date of the filing thereof.
  - (c) on or immediately after the Effective Date, GeneTether shall provide to each Participating Shareholder that is a U.S. Person notification pursuant to 26 CFR § 1.367(b)-3(c)(3)(i) that the Participating Shareholders' "all earnings and profits amount" (as that term is defined in 26 CFR § 1.367(b)-2(d)) for purposes of both the U.S. Shareholders' reporting their resulting deemed dividends and for the non-U.S. Shareholders to make their "nil" deemed dividend election.
15. The Participating Shareholders severally covenant and agree to execute and deliver any escrow agreements in respect of the GeneTether Canada Common Shares as may be required by (a) Canadian Securities Administrators National Policy 46-201 – *Escrow for Initial Public Offerings* in connection with the Offering (Form 46-201F), and (b) TSXV Policy 5.4 in connection with the Listing (Form 5D).
  16. The Participating Shareholders severally covenant and agree to execute and deliver to the Agent any lock-up agreement in respect of the GeneTether Canada Common Shares as may be reasonably required by the Agent in connection with the Offering.
  17. The shareholders' agreement dated as of December 31, 2020 by and among GeneTether U.S., the Participating Shareholders, and GeneTether Canada (beginning on the Effective Date) (the "Shareholders' Agreement") shall terminate upon closing of the Offering (the "Termination Date") pursuant to section 2.2 thereof and the execution and delivery of this Agreement shall constitute due notice to all parties of such termination in accordance with the Shareholders' Agreement. From and after the Termination Date, the Shareholders' Agreement shall be of no further force or effect, and the rights and obligations of each of the parties thereunder shall terminate.
  18. Each Participating Shareholder hereby appoints Roland Boivin, the Chief Executive Officer of GeneTether Canada, as his, her, or its representative (the "Designated Representative") and his, her, or its true and lawful attorney in fact, with full power and authority in its name and on its behalf, to, among other things:
    - (a) approve, execute, and deliver any agreements required in connection with the transactions contemplated in this Agreement and to execute and deliver any document, instrument, or agreement in connection therewith in the form

approved by the Designated Representative, execution by the Designated Representative to evidence such approval of the Designated Representative;

- (b) deliver any certificate(s) representing such Participating Shareholder's GeneTether U.S. Common Shares to GeneTether Canada;
- (c) terminate this Agreement if any condition precedent to the completion of the transactions contemplated by this Agreement is not satisfied in such manner and on such terms and conditions as GeneTether Canada may determine; and
- (d) exercise all other rights of such Participating Shareholder and fulfil all obligations and take all required actions of such Participating Shareholder in connection with the transactions contemplated in this Agreement, including in respect of the transfer or exchange of shares owned or controlled by such Participating Shareholder.

This power of attorney is irrevocable, is coupled with an interest, and has been given for valuable consideration, the receipt and adequacy of which are acknowledged by such Participating Shareholder. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy, or death of such Participating Shareholder. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees, and assigns of such Participating Shareholder. Any Person dealing with the Designated Representative may conclusively presume and rely upon the fact that any document, instrument, or agreement executed by him pursuant to this power of attorney is authorized and binding on such Participating Shareholder, without further inquiry. Such Participating Shareholder agrees to be bound by any representations or actions made or taken by the Designated Representative pursuant to this power of attorney and waives any and all defences that may be available to contest, negate, or disaffirm any action of the Designated Representative taken in good faith under this power of attorney relating to the transactions contemplated by this Agreement.

- 19. GeneTether Canada will be entitled to rely upon any document or other instrument delivered by the Designated Representative as being authorized by the applicable Participating Shareholder, and GeneTether Canada will not be liable to any Participating Shareholder or any other Person for any action taken or omitted to be taken by GeneTether Canada based on that reliance.

#### **Assumption of Options**

- 20. At the Effective Date, the GeneTether U.S. 2021 Employee, Director and Consultant Equity Incentive Plan (the "Stock Plan") and each outstanding option to purchase GeneTether U.S. Shares, whether vested or unvested, will be assumed by GeneTether Canada. Each option and all restricted GeneTether U.S. Shares issued pursuant to the

Stock Plan and assumed by GeneTether Canada under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the Stock Plan and the stock option agreement or restricted stock agreement in effect immediately prior to the Effective Date, provided, however, that each assumed option shall be exercisable for the same number of GeneTether Canada Common Shares as the number of GeneTether U.S. Common Shares that were issuable upon exercise of such assumed option immediately prior to the Effective Date. It is the intention of the Parties that the options assumed by GeneTether Canada qualify, to the maximum extent permissible, following the Effective Date as incentive stock options as defined in Section 422 of the U.S. *Internal Revenue Code* to the extent such options qualified as incentive stock options prior to the Effective Date. Within 30 calendar days after the Effective Date, GeneTether Canada shall issue to each person who, immediately prior to the Effective Date was a holder of an outstanding option or restricted GeneTether U.S. Shares under the Stock Plan, a document evidencing the foregoing assumption of such option by GeneTether Canada.

#### **Representations and Warranties of GeneTether U.S.**

21. GeneTether U.S. represents and warrants to GeneTether Canada and the Participating Shareholders as of the date of this Agreement as follows, and acknowledges that GeneTether Canada and the Participating Shareholders are relying upon such covenants, representations, and warranties in connection with the transactions contemplated by this Agreement:
- (a) GeneTether U.S. has been duly incorporated and organized and is a validly existing company in good standing under the *Delaware General Corporation Law*.
  - (b) GeneTether U.S. is not a reporting issuer in any jurisdiction and the GeneTether U.S. Common Shares are not listed or posted for trading on any stock exchange or quotation system.
  - (c) GeneTether U.S. has all requisite power and authority to execute and deliver this Agreement and any other documents to be signed by it in connection with the transactions contemplated by this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. No other corporate or shareholder proceedings on the part of GeneTether U.S. are necessary to authorize the execution, delivery, and performance of the transaction documents or to consummate the transactions contemplated by this Agreement. This Agreement has been, and the other transaction documents when executed and delivered by GeneTether U.S. as contemplated by this Agreement will be, duly executed and delivered by GeneTether U.S., and this Agreement is, and the other transaction documents when executed and delivered by GeneTether U.S. as contemplated hereby will be, valid and binding obligations of



GeneTether U.S., enforceable against GeneTether U.S. in accordance with their respective terms.

- (d) The authorized share capital of GeneTether U.S. consists of 1,550,000 GeneTether U.S. common shares par value \$0.001 per share, of which 1,116,373 GeneTether U.S. Common Shares are issued and outstanding as at the date of this Agreement as fully paid and non-assessable.
- (e) To the actual knowledge of GeneTether U.S., the entry into this Agreement and the consummation of the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of GeneTether U.S. or of any indenture, instrument, or agreement, written or oral, to which GeneTether U.S. is a party.
- (f) The entry into this Agreement and the consummation of the transactions contemplated hereby will not, to the actual knowledge of GeneTether U.S., result in the violation by GeneTether U.S. of any Applicable Laws.

**Representations and Warranties of the Participating Shareholders.**

22. Each Participating Shareholder, acting severally and not jointly and only in respect of the GeneTether U.S. Common Shares held by such Participating Shareholder, represents and warrants to GeneTether Canada, and acknowledges that GeneTether Canada is relying upon such covenants, representations, and warranties in connection with the transactions contemplated by this Agreement, that, as at the Effective Date:
- (a) The GeneTether Canada Common Shares to be issued to such Participating Shareholder pursuant to the transactions contemplated hereby are being issued to such Participating Shareholder as principal for his, her, its, or their own account and not for the benefit of any other Person.
  - (b) The GeneTether U.S. Common Shares owned by such Participating Shareholder are owned by such Participating Shareholder as the sole beneficial and recorded owner with good and marketable title thereto, free and clear of Encumbrances.
  - (c) Other than under this Agreement, no Person has any agreement or option (including any stock option, warrant, or other convertible security), or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or other acquisition from such Participating Shareholder of any of his, her, its, or their GeneTether U.S. Common Shares.
  - (d) ***Such Participating Shareholder has been advised to consult with his, her, its, or their own legal, tax, and other advisors with respect to the merits of the acquisition of the GeneTether Canada Common Shares and applicable resale restrictions, and such Participating Shareholder is solely responsible for***

***compliance with applicable resale restrictions with respect to the GeneTether Canada Common Shares.***

- (e) Such Participating Shareholder has the legal capacity and competence to enter into this Agreement and to take all actions required pursuant hereto and, if it is a corporate entity, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and all necessary approvals by its directors, shareholders, and others have been obtained to authorize execution and performance of the Agreement on behalf of such Participating Shareholder, and to transfer the beneficial title and ownership of such Participating Shareholder's GeneTether U.S. Common Shares to GeneTether Canada.
- (f) Upon the Closing, such Participating Shareholder waives all rights held by him, her, it, or them under any prior contract or arrangement pertaining to his, her, its, or their GeneTether U.S. Common Shares, if any, and he, she, it, or they will remise, release, and forever discharge GeneTether U.S. and GeneTether Canada and their respective directors, officers, employees, successors, solicitors, agents, and assigns from any and all obligations to such Participating Shareholder under any such prior contracts or arrangements.
- (g) All of the information that such Participating Shareholder has provided in this Agreement is correct and complete, and if there should be any change in such information prior to the Effective Date, he, she, it, or they will immediately notify GeneTether Canada, in writing, of the details of any such change.
- (h) The entering into of this Agreement and the transactions contemplated hereunder do not result in the violation of any contract or other arrangement, written or oral, to which such Participating Shareholder may be a party or by which he, she, it, or they is/are or may be bound, or, if applicable, the constating documents of, such Participating Shareholder.
- (i) Such Participating Shareholder:
  - (i) is able to fend for himself, herself, itself, or themselves in connection with his, her, its, or their acquisition of the GeneTether Canada Common Shares;
  - (ii) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in such GeneTether Canada Common Shares; and
  - (iii) has the ability to bear the economic risks of its prospective investment in the GeneTether Canada Common Shares and can afford the complete loss of such investment.

- (j) No Person has made to such Participating Shareholder any written or oral representations that any Person will repurchase any of the GeneTether Canada Common Shares, or as to the future price or value of any of the GeneTether Canada Common Shares, or as to the listing or trading of the GeneTether Canada Common Shares on any securities market or securities exchange. No securities commission or stock exchange or similar regulatory authority has reviewed or passed on the merits of the GeneTether Canada Common Shares.

**Representations and Warranties of GeneTether Canada.**

- 23. GeneTether Canada represents and warrants to GeneTether U.S. and the Participating Shareholders as of the Effective Date and acknowledges that GeneTether U.S. and the Participating Shareholders are relying upon such representations and warranties in entering into this Agreement:
  - (a) GeneTether Canada has been duly incorporated and organized and is a validly existing company in good standing under the *Canada Business Corporations Act*.
  - (b) GeneTether Canada is not a reporting issuer in any jurisdiction and the GeneTether Canada Common Shares are not listed or posted for trading on any stock exchange or quotation system.
  - (c) GeneTether Canada has all requisite power and authority to execute and deliver this Agreement and any other documents to be signed by it in connection with the transactions contemplated by this Agreement, to perform its obligations thereunder, and to consummate the transactions contemplated hereby. No other corporate or shareholder proceedings on the part of GeneTether Canada are necessary to authorize the execution, delivery, and performance of the transaction documents or to consummate the transactions contemplated by this Agreement. This Agreement has been, and the other transaction documents when executed and delivered by GeneTether Canada as contemplated by this Agreement will be, duly executed and delivered by GeneTether Canada, and this Agreement is, and the other transaction documents when executed and delivered by GeneTether Canada as contemplated hereby will be, valid and binding obligations of GeneTether Canada, enforceable against GeneTether Canada in accordance with their respective terms.
  - (d) The authorized share capital of GeneTether Canada consists of an unlimited number of GeneTether Canada Common Shares without nominal or par value, and an unlimited number of Preferred Shares, Series "A", of which one (1) GeneTether Canada Common Share is issued and outstanding as at the date of this Agreement as fully paid and non-assessable, and no other shares of any other class of GeneTether Canada are issued and outstanding.

- (e) GeneTether Canada has taken all necessary or desirable actions, steps, and corporate and other proceedings to approve or authorize, validly and effectively, the issuance of the GeneTether Canada Common Shares hereunder and, upon issuance, such GeneTether Canada Common Shares will be fully-paid and non-assessable.
- (f) To the actual knowledge of GeneTether Canada, the entry into this Agreement and the consummation of the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of GeneTether Canada or of any indenture, instrument, or agreement, written or oral, to which GeneTether Canada is a party.
- (g) The entry into this Agreement and the consummation of the transactions contemplated hereby will not, to the actual knowledge of GeneTether Canada, result in the violation by GeneTether Canada of any Applicable Laws.

**Conditions Precedent to Closing for the Benefit of GeneTether Canada.**

24. The obligation of GeneTether Canada to consummate the transactions contemplated hereby is subject to the satisfaction or waiver of the conditions set forth below. The closing of the transactions contemplated by this Agreement will be deemed to mean the satisfaction or waiver of all conditions precedent to closing. These conditions precedent to closing are for the benefit of GeneTether Canada and may be waived by GeneTether Canada in its sole discretion.
- (a) The representations and warranties of GeneTether U.S. and the Participating Shareholders contained in this Agreement or in any schedule to this Agreement or certificate or other document delivered to GeneTether Canada pursuant to this Agreement will be true, correct, and complete in all material respects as of the Effective Date, with the same force and effect as though such representations and warranties had been made on and as of the Effective Date, regardless of the date as of which the information in this Agreement or any schedule or certificate is given.
  - (b) All of the covenants and obligations that GeneTether U.S. and the Participating Shareholders are required to perform or to comply with pursuant to this Agreement will have been performed and complied with in all material respects.
  - (c) This Agreement and all other documents necessary or reasonably required to consummate the transactions contemplated by this Agreement, all in form and substance reasonably satisfactory to GeneTether Canada, will have been executed and delivered to GeneTether Canada by GeneTether U.S. and the Participating Shareholders.

- (d) The Participating Shareholders will deliver to GeneTether Canada documentation satisfactory to GeneTether Canada, evidencing the transfer of the GeneTether U.S. Common Shares from the Participating Shareholders to GeneTether Canada, including any certificate(s) representing GeneTether U.S. Common Shares and applicable stock powers with respect thereto.
25. In the event any of the foregoing conditions are not fulfilled or performed to the reasonable satisfaction of GeneTether Canada, GeneTether Canada may terminate this Agreement by written notice to GeneTether U.S. and the Participating Shareholders and in such event GeneTether Canada will be released from all further obligations hereunder. Any of the foregoing conditions may be waived in writing in whole or in part by GeneTether Canada without prejudice to its rights of termination in the event of the non-fulfillment of any other conditions.

**Conditions Precedent to Closing for the Benefit of GeneTether U.S.**

26. The obligation of GeneTether U.S. to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver of the conditions set forth below. The closing of the transactions contemplated by this Agreement will be deemed to mean the satisfaction or waiver of all conditions precedent to closing. These conditions precedent are for the benefit of GeneTether U.S. and may be waived by GeneTether U.S. in its discretion.
- (a) All, and not less than all, of the holders of the issued and outstanding GeneTether U.S. Common Shares on the Effective Date shall be Participating Shareholders and each Participating Shareholder shall execute and deliver this Agreement.
  - (b) The representations and warranties of GeneTether Canada contained in this Agreement or in any schedule to this Agreement or certificate or other document delivered to GeneTether U.S. and the Participating Shareholders pursuant to this Agreement will be true, correct, and complete in all material respects as of the Effective Date, with the same force and effect as though such representations and warranties had been made on and as of the Effective Date, regardless of the date as of which the information in this Agreement or any such schedule or certificate is given.
  - (c) All of the covenants and obligations that GeneTether Canada is required to perform or to comply with pursuant to this Agreement will have been performed and complied with in all material respects. GeneTether Canada will have delivered each of the documents required to be delivered by it pursuant to this Agreement.
  - (d) This Agreement and all other documents necessary or reasonably required to consummate the transactions contemplated hereby, all in form and substance

reasonably satisfactory to GeneTether U.S., will have been executed and delivered to GeneTether U.S. and the Participating Shareholders by GeneTether Canada.

27. In the event that any of the foregoing conditions are not be fulfilled or performed to the reasonable satisfaction of GeneTether U.S., then GeneTether U.S. may terminate this Agreement by written notice to GeneTether Canada and in such event GeneTether U.S. will be released from all further obligations hereunder. Any of the foregoing conditions may be waived in writing in whole or in part by GeneTether U.S. without prejudice to the respective rights of termination of GeneTether U.S. in the event of the non-fulfillment of any other conditions.

**Conditions Precedent to Closing for the Benefit of the Participating Shareholders**

28. The obligation of the Participating Shareholders to consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver of the conditions set forth below. The closing of the transactions contemplated by this Agreement will be deemed to mean the satisfaction or waiver of all conditions precedent to closing. These conditions precedent are for the benefit of the Participating Shareholders and may be waived by all, and not less than all, of the Participating Shareholders in their collective discretion.
- (a) The representations and warranties of GeneTether U.S. and GeneTether Canada contained in this Agreement or in any schedule to this Agreement or certificate or other document delivered to the Participating Shareholders pursuant to this Agreement will be true, correct, and complete in all material respects as of the Effective Date, with the same force and effect as though such representations and warranties had been made on and as of the Effective Date, regardless of the date as of which the information in this Agreement or any schedule or certificate is given.
  - (b) All of the covenants and obligations that GeneTether U.S. and GeneTether Canada are required to perform or to comply with pursuant to this Agreement will have been performed and complied with in all material respects.
  - (c) This Agreement and all other documents necessary or reasonably required to consummate the transactions contemplated by this Agreement will have been executed and delivered to the Participating Shareholders by GeneTether U.S. and GeneTether Canada.
29. In the event that any of the foregoing conditions are not be fulfilled or performed prior to the Closing, this Agreement shall terminate and be of no further force or effect and the Parties shall be released from all further obligations hereunder.

### **Termination.**

30. This Agreement may be terminated at any time prior to the Effective Date by mutual agreement of GeneTether Canada and GeneTether U.S., without the consent of the Participating Shareholders.
31. In the event of the termination of this Agreement as provided for in section 30, this Agreement will be of no further force or effect, except for those provisions in this Agreement which expressly survive termination, and provided that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

### **Miscellaneous.**

32. Effectiveness of Representations and Survival. Each Party is entitled to rely on the representations, warranties, and agreements of each of the other Parties and all such representations, warranties, and agreements will be effective regardless of any investigation that any Party has undertaken or failed to undertake. Unless otherwise stated in this Agreement, and except for instances of fraud, the representations, warranties, and agreements will survive the Closing Date and continue in full force and effect until two (2) years after the Closing Date.
33. Further Assurances. Each of the Parties will co-operate with the others and execute and deliver to the other Parties such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.
34. Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the Parties.
35. Entire Agreement. This Agreement, the schedules, and the other documents in connection with the transactions contemplated by this Agreement contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.
36. Severability. Each of the provisions contained in this Agreement 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 provisions of this Agreement or of such provisions or part thereof in any other jurisdiction.
37. Assignment. This Agreement may not be assigned (except by operation of law) by any Participating Shareholder.

38. Governing Law. This Agreement, the rights and obligations of the Parties, and any claims relating hereto, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Each Party hereby expressly submits to the exclusive jurisdiction of the courts of British Columbia, sitting in the city of Vancouver (and the courts of appeal therefrom) in any action arising from or related to this Agreement. The Parties are committed to the thoughtful resolution of any disputes and issues of concern in a timely and responsible way.
39. **Independent Legal Advice.** *Each of the Parties acknowledge that:*
- (a) *they have been advised to seek, and have sought or waived, independent tax and legal advice with respect to this Agreement and the documents delivered pursuant thereto; and*
  - (b) *to the extent that a Participating Shareholder declines to receive independent legal counsel in respect of this Agreement, such Participating Shareholder hereby waives the right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its obligations, to seek indulgences from the other Parties, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related thereto.*
40. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement, or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures, whether digital or encrypted (including, without limitation, DocuSign and Adobe Sign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity, and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, the *International Electronic Communications Convention Act, 2017*, S.O. 2017, c. 2, Sched. 6, and the *Electronic Signatures in Global and National Commerce Act (E-SIGN)*, 15 U.S. Code Chapter 96 §§ 7001 – 7031.

*[signature pages follow]*



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

**GENETETHER INC.**

Per:           "*Daren Graham*" (signed)          

Name: Daren Graham

Title: Chairman of the Board of Directors

I have authority to bind GeneTether Inc. and am executing this Agreement solely on behalf of GeneTether U.S. and not individually.

**GENETETHER THERAPEUTICS INC.**

Per:           "*Roland Boivin*" (signed)          

Name: Roland Boivin

Title: Chief Executive Officer

I have authority to bind GeneTether Therapeutics Inc. and am executing this Agreement solely on behalf of GeneTether Therapeutics Inc. and not individually.

**[Personal Information Concerning GeneTether Inc. Shareholders Redacted]**

### SCHEDULE "A"

[	Exchanged GeneTether U.S. Common Shares	GeneTether Canada Common Shares
<b>[Personal Information Redacted]</b>		
TOTALS:	<u>1,116,373</u>	<u>41,666,648</u>

## SCHEDULE "B"

### Certificate for U.S. Accredited Investors

To: **GeneTether Therapeutics Inc.**

In connection with the purchase by the undersigned subscriber (the "Subscriber") of Common Shares (which are hereinafter referred to as the "Shares") of GeneTether Therapeutics Inc. (the "Company"), the Subscriber hereby represents, warrants, covenants, and certifies that the undersigned (or any beneficial purchaser on whose behalf it is acting) is a U.S. Person (as such term is defined in the Share Exchange Agreement to which this Certificate is attached) and is an "Accredited Investor" as defined in Rule 501(a) of Regulation D under the United States *Securities Act of 1933* as a result of satisfying one or more of the following categories of Accredited Investor below to which the undersigned has affixed his or her or its or their initials:

_____	A broker or dealer registered pursuant to Section 15 of the United States <i>Securities Exchange Act of 1934</i> .
_____	An investment advisor that is (i) registered under Section 203 of the United States Investment Advisors Act of 1940, (ii) registered under the laws of a state, or (iii) exempt from registration under Section 203(l) or (m) of the United States <i>Investment Advisors Act of 1940</i> .
_____	A director, executive officer or general partner of the Company.
_____	A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of purchase, exceeds US\$1,000,000 (for the purposes of calculating net worth, (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability).
_____	A natural person who had an individual income in excess of US\$200,000 in each year of the two most recent years or joint income with that person's spouse in excess of US\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.
_____	A trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in United States Securities and Exchange Commission Rule 506(b)(2)(ii).

_____	A natural person holding in good standing one or more professional certifications or designations or other credentials from an accredited educational institution that the United States Securities and Exchange Commission has designated as qualifying an individual for accredited investor status <sup>1</sup> .
_____	A natural person who is a “knowledgeable employee”, as defined in Rule 3c-5(a)(4) of the United States <i>Investment Company Act of 1940</i> , of the Company.
_____	A “family office”, as defined in Rule 202(a)(11)(G)-1 of the United States <i>Investment Advisors Act of 1940</i> , that (i) has assets under management in excess of \$5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) its prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

Dated: \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Signature of Participating Shareholder  
 Name:  
 Title (if applicable):

\_\_\_\_\_  
<sup>1</sup> As at December 8, 2020, Category 18 includes the following certifications or designations administered by the Financial Industry Regulatory Authority, Inc.: Licensed General Securities Representative (Series 7), Licensed Investment Advisor Representative (Series 65), and Licensed Private Securities Offerings Representative (Series 82).

## SCHEDULE "C"

### Notice by United States Persons described in Section 1.367(b)-1(c)(2)<sup>1</sup>

This notice is being provided under Treasury Regulations section 1.367(b)-1(c)(3)(i).

The undersigned United States person hereby notifies GeneTether Therapeutics Inc., a corporation formed under the laws of British Columbia, Canada (the "Corporation"), that the undersigned intends to make the election availed of it under section 1.367(b)(3)(c) to include in its gross income for its taxable year ended December 31, 2021 the "all earnings and profits amount" of the Corporation attributable to its stock.

This notice is intended to enable the Corporation to timely advise the undersigned United States person of the "all earnings and profits amount" attributable to its stock in the Corporation for the noted taxable year so as to facilitate the undersigned U.S. person's inclusion of said amount in its gross income as a deemed dividend consistent with the provisions of section 1.367(b)-3(c)(3), and, furthermore, to facilitate the appropriate corresponding adjustments necessary to be made by the Corporation to its earnings and profits in accordance with section 1.367(b)-2(e).

Taxpayer name: \_\_\_\_\_;

Taxpayer identification number: \_\_\_\_\_;

Taxpayer address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the taxable year ended December 31, 2021.

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<sup>1</sup> All "section" or "§" references are to the Internal Revenue Code of 1986, as amended (the "Code") or to the Treasury regulations promulgated under the Code.

To be Completed and Filed with 2021 U.S. Tax Returns, if Applicable

**SCHEDULE "D"**

**Nil Deemed Dividend Election Form**

To be provided, as applicable

## SCHEDULE "E"

### Notice Pursuant to Treasury Regulations Section 1.367(b)-1(c)<sup>1</sup>

This notice is being provided under Treasury Regulations section 1.367(b)-1(c). The numbered paragraphs correspond to the subparagraphs listed in Treasury Regulations section 1.367(b)-1(c)(4), as modified by Treasury Regulations section 1.367(b)-1(c)(5).

- i. **Application of section 367(b).** The transaction described in item ii. below resulted in a section 367(b) exchange and this notice is being filed for persons described in Treasury Regulations sections 1.367(b)-1(c)(2)(i) and (ii) (i.e. U.S. persons holding 10% or more of the vote or power of GeneTether CA ("U.S. Shareholders") AND shareholders making the election described in Treasury Regulations section 1.367(b)-3(c)(3), respectively).
- ii. **Description of the exchange.** The shareholders of GeneTether Inc., a Delaware corporation ("GeneTether U.S."), exchanged 100% of their stock in GeneTether U.S. for 100% of the stock of GeneTether Therapeutics Inc., a newly-chartered British Columbia, Canada corporation ("GeneTether CA"). As of October 26, 2021, GeneTether CA has not had and does not contemplate having substantial business activities in British Columbia Canada. Since 80% or more of the stock by vote and by value of GeneTether CA is held by the former shareholders of GeneTether U.S., GeneTether CA will be treated as a domestic U.S. corporation under section 7874(b). Hence, since under section 1.7874-2(j)(3) GeneTether CA is treated as a domestic corporation, section 367 does not apply to the *transfer of stock by the shareholders* of GeneTether U.S. and the resulting conversion of GeneTether CA to a domestic corporation constitutes a reorganization described in section 368(a)(1)(F). Conversely, section 367 *does apply to the conversion* of GeneTether CA to a domestic corporation for U.S. income tax purposes under sections 1.367(b)-2 and 1.367(b)-3.

Accordingly, under section 1.367(b)-2(f)(1), (1) GeneTether CA is deemed to have transferred all of its assets to GeneTether U.S. in exchange for all of the stock GeneTether U.S. and GeneTether U.S. is deemed to have assumed all of the liabilities of GeneTether CA;(2) a distribution of the stock of GeneTether CA to its shareholders is deemed to have occurred; and (3) an exchange by GeneTether CA's shareholders of their stock for stock of GeneTether U.S. is deemed to have occurred. Furthermore, the taxable year of GeneTether CA shall end as of the date of the transfer and the taxable year of GeneTether U.S. shall end on the date that GeneTether CA's taxable year would have ended but for the reorganization since GeneTether U.S. is a domestic corporation.

Finally, under 1.367(b)(2), U.S. Shareholders of GeneTether CA are required to include in their gross income as deemed dividend the all earnings and profits amount respective to their stock in GeneTether CA and under 1.367(b)(3) U.S. persons other than U.S. Shareholders are required to recognize gain with respect to their stock in GeneTether CA

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<sup>1</sup> All "section" or "§" references are to the Internal Revenue Code of 1986, as amended (the "Code") or to the Treasury regulations promulgated under the Code.

unless they elect to include the all earnings and profits amount respective to their stock in GeneTether CA as deemed dividends.

- iii. **Description of any stock, securities, or other consideration received in the exchange.** As a result of the transaction, the shareholders of GeneTether U.S. received solely the stock of GeneTether Canada in exchange for their stock of GeneTether U.S. on a *pro rata* basis. No other consideration was received in the deemed exchange.

**Statement pursuant to §1.367(b)-1(c)(5)(i).** GeneTether CA has provided the attached information statement to U.S. Shareholders and other U.S. persons who are the shareholders of GeneTether CA, which contains the following statement:

“GeneTether Therapeutics Inc. has never had positive earnings and profits for any taxable year since inception that would result in any shareholder of GeneTether Therapeutics Inc. having any “all earnings and profits” amount respective to the shareholders’ stock (as described in Treasury Regulations section 1.367(b)-2(d)).”

Taxpayer name: \_\_\_\_\_;

Taxpayer identification number: \_\_\_\_\_;

For the taxable year ended December 31, 2021.