

**MOSS GENOMICS INC.**  
Suite 907, 1030 West Georgia Street  
Vancouver, British Columbia  
V6C 2Y3

September 27, 2021

**MATT COMERFORD**

[REDACTED]  
[REDACTED]  
[REDACTED]

Redacted: Address

**Re: Purchase of “All Bets are On” Mobile Software Application**

This agreement (“**this Agreement**”) sets forth the terms in respect of the acquisition by Moss Genomics Inc. (the “**Purchaser**”) from Matt Comerford (the “**Vendor**”) of the Acquired Assets (as hereinafter defined), as more fully set forth in this Agreement.

Subject to all of the terms and conditions of this Agreement, the Purchaser and the Vendor hereby agree as follows:

**1. Interpretation**

1.1 In this Agreement, terms denoted with initial capital letters and not otherwise defined herein shall have the meanings assigned to them in this Section 1.1:

“**Acquired Assets**” means the assets more particularly described in Schedule “A” to this Agreement, and which include all rights to the mobile software application “All Bets are On” but which do not include any interest in MCRE Limited;

“**Applicable Law**” means all applicable governmental laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature;

“**Business Day**” means any day upon which chartered banks in Vancouver, British Columbia are open for business;

“**Closing**” means the completion of the transactions contemplated by this Agreement in accordance with Section 8 and all of the other acts, procedures and deliveries necessary in order to complete and implement the transactions contemplated by this Agreement;

“**Closing Date**” means the date on which the Closing occurs, being September 24, 2021, unless otherwise agreed by the Parties;

“**Confidential Information**” means any information relating to a Party or the Acquired Assets, including confidential business and technical information, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary, but excluding information which:

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- (i) was available to or known by the public before the Closing Date, other than as a result of improper disclosure or acquiescence of disclosure by the Investigating Party;
- (ii) is or becomes available to or known by the public after the Closing Date, other than as a result of improper disclosure or acquiescence of disclosure by the Investigating Party;
- (iii) was lawfully known by the Investigating Party or was in the Investigating Party's possession before the Closing Date;
- (iv) after the Closing Date, is lawfully received by the Investigating Party from a third party who has acquired the information and disclosed it to the Investigating Party without breaching any obligation of confidentiality to the Examined Party; or
- (v) is developed independently by the Investigating Party without recourse to any information or material received from the Examined Party or participation of any individuals who had been previously exposed to Confidential Information;

**"Constating Documents"** means the charter, the memorandum, the articles of association, the articles of incorporation, the articles of continuance, the articles of amalgamation, the by-laws of any other instrument pursuant to which an entity is created, incorporated, continued, amalgamated or otherwise established, as the case may be, and/or which governs in whole or in part such entity's affairs, together with any amendments thereto;

**"Encumbrance"** means any mortgage, charge, pledge, hypothecation, security interest, lien, easement, right-of-way, encroachment, covenant, condition, right-of-entry, lease, license, assignment, option or claim or any other encumbrance, charge or any title defect of whatever kind of nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise);

**"Examined Party"** has the meaning assigned to it in Section 10.1;

**"Governmental Authority"** means any national, central, federal, provincial, state, municipal or county government or regional authority and includes any ministry, department, commission, bureau, board, administrative or other agency or regulatory body or instrumentality thereof;

**"Intellectual Property"** means all software in source code or object code form, trade secrets, technical expertise, designs and confidential information reasonably necessary in connection with the operation of the Software Application;

**"Investigating Party"** has the meaning assigned to it in Section 10.1;

**"Notice"** has the meaning assigned to it in Section 11.1;

**"Parties"** means the parties to this Agreement and **"Party"** means any of them;

**“Person”** means any individual, sole proprietorship, limited or unlimited liability corporation, limited or unlimited liability partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Authority, and a natural person including in such person's capacity as trustee, heir, beneficiary, executor, administrator or other legal representative;

**“Purchase Price”** means US\$40,000;

**“Software Application”** means the mobile software application developed by the Vendor, under the trade name “All Bets are On”; and

**“Transition Period”** means the six (6) month period following the Closing Date.

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

- (a) “this Agreement” means this agreement, including the schedule hereto, and not any particular part, section or other portion hereof, and includes any agreement, document or instrument entered into, made or delivered pursuant to the terms hereof, as the same may, from time to time, be supplemented or amended and in effect;
- (b) all references in this Agreement to a designated “part”, “section”, “subsection” or other subdivision or to a schedule are references to the designated part, section, subsection or other subdivision of, or schedule to, this Agreement;
- (c) the words “hereof”, “herein”, “hereto” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular part, section, subsection or other subdivision or schedule unless the context or subject matter otherwise requires;
- (d) the division of this Agreement into parts, sections and other portions and the insertion of headings are for convenience of reference only and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (e) unless otherwise provided herein, all references to currency in this Agreement are to the lawful money of the United States of America;
- (f) a reference in this Agreement to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations;

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- (g) the singular of any term includes the plural, and vice versa, and the use of any term is generally applicable to any gender and, where applicable, a body corporate, firm or other entity, and the word "or" is not exclusive and the word "including" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
- (h) in the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day; and
- (i) all references to "approval", "authorization" or "consent" in this Agreement mean written approval, authorization or consent.

## **2. Purchase and Sale of Acquired Assets**

2.1 On the Closing Date, the Purchaser will purchase from the Vendor, and the Vendor will sell to the Purchaser, the Acquired Assets, free and clear of all Encumbrances, in consideration of the Purchase Price.

2.2 The Purchaser will pay and satisfy the Purchase Price by paying to, or to the direction of, the Vendor, the Purchase Price, as follows:

- (a) US\$25,000 upon the Closing Date; and
- (b) US\$2,500 upon the first Business Day of each successive month for a period of six (6) months following the Closing Date.

## **3. Transition Arrangement**

3.1 With effect as of the Closing Date, the Vendor hereby agrees to provide support services to the Purchaser during the Transition Period, in connection with the transition and development of the Acquired Assets and the integration of the Software Application with the existing software platforms maintained by the Purchaser.

3.2 During the Transition Period, the Vendor will:

- (a) arrange for the removal of the Software Application from the App Store maintained by Apple;
- (b) remove superfluous views and logic from the Software Application;
- (c) disable current API calls associated with the Software Application;
- (d) assist with the integration of APIs associated with the Software Application with the existing software platforms of the Purchaser;

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- (e) transition remaining logic and views for the Software Application to match the goals of the MVP, including logic and code-based changes;
- (f) update the user interface for the Software Application to match established branding of the Purchaser; and
- (g) communicate directly with the Chief Executive Officer of the Purchaser.

3.3 The Vendor acknowledges that the provision of support services to the Purchaser during the Transition Period is integral to the successful transition and integration of the Software Application, and agrees that he will not be entitled to any additional compensation in connection with the provision of these services except as set forth in this Agreement.

#### **4. Covenants**

4.1 The Vendor hereby covenants and agrees with the Purchaser, from and after the date hereof until the Closing Date or the date that this Agreement is terminated, whichever is earlier, they will not, directly or indirectly, solicit, encourage or accept any offer for the purchase, license, assignment, or transfer of the Acquired Assets, whether as a primary or back-up offer, or take any other action with the intention or reasonably foreseeable effect of resulting in a transaction that would prevent the consummation of the transactions contemplated by this Agreement.

#### **5. Representations and Warranties**

5.1 The Vendor represents and warrants to the Purchaser that:

- (a) this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its terms;
- (b) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of any Applicable Law;
- (c) except as referenced herein, no approval, order, consent of or filing with any Governmental Authority is required on the part of the Vendor in connection with the execution and delivery of this Agreement or the performance by the Vendor of its obligations pursuant to this Agreement;
- (d) there is no requirement for the Vendor to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement or as a requirement or condition of the lawful completion of the transactions contemplated by this Agreement;

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- (e) the Vendor has full and exclusive right, title, and interest, legal or beneficial, in the Acquired Assets, free and clear of any Encumbrances;
- (f) the Vendor has not assigned, licensed, or otherwise granted any interest in the Acquired Assets, including any right to receive royalties or other payments, to any Person;
- (g) to the knowledge of the Vendor, no Person has infringed or misappropriated, or is infringing or misappropriating, any of the Intellectual Property;
- (h) unless previously disclosed in the due diligence of the Acquired Assets conducted by the Purchaser, to the Vendor's knowledge, the Vendor is in good standing in respect of all of its material obligations due and owing in respect of the Acquired Assets;
- (i) to the knowledge of the Vendor, there is:
  - (i) no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review which alleges any circumstance which would result in a breach of this Article, including any allegation that the making, constructing, or use of the Acquired Assets would or does
    - (A) infringe or interfere with any rights or obligations of, or duties owed to, any Person or require payment or consent for the exercise or use of any intellectual property of any Person,
    - (B) violate any right of any Person (including any right to privacy or publicity), or
    - (C) constitute unfair competition or trade practices under Applicable Law; and
  - (ii) no facts upon which any such litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based;
- (j) to the Vendor's knowledge, there is no actual, pending or threatened litigation, proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review in which any of the Intellectual Property is alleged to be invalid or not properly in the name of the Vendor, or facts upon which any such litigation proceeding, claim, demand, interference, conflict, arbitration, mediation, dispute resolution, suit, action, investigation or judicial review could be based; and
- (k) there are no judgments, covenants not to sue, permits, grants, franchises, licenses, agreements or arrangements relating to the Acquired Assets.

5.2 The Purchaser represents and warrants to the Vendor as follows:

- (a) the Purchaser is a corporation duly incorporated, validly existing and in good standing under the *Business Corporations Act* (British Columbia);
- (b) the execution and delivery by the Purchaser of this Agreement and the performance of its obligations hereunder have been duly authorized by all applicable corporate action;
- (c) this Agreement constitutes legal, valid and binding obligations of the Purchaser enforceable against it in accordance with its terms;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will directly or indirectly (with or without notice or lapse of time) conflict with or result in a breach or violation of
  - (i) any Constatting Documents of the Purchaser; or
  - (ii) any Applicable Law;the effect of which would cause a material adverse change to the Purchaser;
- (e) no approval, order, consent of or filing with any Governmental Authority is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the performance by the Purchaser of its obligations pursuant to this Agreement; and
- (f) there is no requirement for the Purchaser to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement or as a requirement or condition of the lawful completion of the transactions contemplated by this Agreement.

## 6. Due Diligence

6.1 Until the Closing Date or the date upon which this Agreement is terminated, whichever occurs first, the Vendor will provide to the Purchaser and its representatives and professional advisors access to all documents and records that the Purchaser may reasonably request for the purposes of completing its legal, financial and business due diligence review in respect of the Acquired Assets.

## 7. Conditions

7.1 The respective obligations of the Parties to complete the transactions contemplated by this Agreement shall be subject to the condition that there be no provision of any Applicable Law and no judgment, injunction, order or decree shall be in effect which restrains or enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement.

7.2 The obligations of the Vendor to complete the transactions contemplated by this Agreement will be subject to the fulfillment, or the waiver by the Vendor, of the following conditions on or before the Closing Date, each of which is for the exclusive benefit of the Vendor and may be waived by the Vendor at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) the representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects on and as of the Closing Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (b) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Applicable Law will have been proposed, enacted, or promulgated or applied,
  - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the transactions contemplated by this Agreement; or
  - (ii) that, if the transactions contemplated by this Agreement were completed, could reasonably be expected to result in a material adverse change to the Purchaser;
- (c) the shareholders of the Vendor, if required by law, will have duly passed a resolution authorizing the Vendor to carry out the transactions contemplated by this Agreement;
- (d) the Vendor shall have received all required regulatory approvals necessary to carry out the transactions contemplated by this Agreement; and
- (e) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a material adverse change to the Purchaser.

7.3 The obligations of the Purchaser to complete the transactions contemplated by this Agreement will be subject to the fulfillment, or the waiver by the Purchaser, of the following conditions on or before the Closing Date, each of which is for the exclusive benefit of the Purchaser and may be waived by the Purchaser at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) the Vendor will have complied in all material respects with its covenants in this Agreement on or before the Closing Date and the Purchaser will have no actual knowledge of the contrary;
- (b) the representations and warranties of the Vendor set forth in this Agreement will be true and correct in all material respects on and as of the Closing Date (as if



made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;

- (c) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Applicable Law will have been proposed, enacted, or promulgated or applied,
  - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the transactions contemplated by this Agreement; or
  - (ii) that, if the transactions contemplated by this Agreement were completed, could reasonably be expected to result in a material adverse change to the Purchaser.

## **8. Closing**

8.1 Subject to the terms and conditions hereof, the transactions contemplated in this Agreement will be completed and closed electronically on the Closing Date or at such other time as the Parties may agree.

## **9. Termination**

9.1 In the event the conditions to Closing set forth in Section 7 are not satisfied on or before October 15, 2021, either Party will have the right to terminate this Agreement on Notice to the other Party. Following termination of this Agreement, neither Party shall have any obligation due and owing to other in respect of this Agreement, except that Section 10 will survive the termination of this Agreement.

## **10. Confidentiality**

10.1 Prior to the Closing, each Party (the "**Investigating Party**") receiving Confidential Information from the other Party (the "**Examined Party**") will, unless required to disclose by Applicable Law or by any Governmental Authority to which the Investigating Party is subject, keep confidential all Confidential Information disclosed to it by the Examined Party except information which:

- (a) is part of the public domain;
- (b) becomes part of the public domain other than as a result of a breach of these provisions by the Investigating Party;
- (c) can be demonstrated to have been known or available to the Investigating Party or independently developed by the Investigating Party;

- (d) was received by the Investigating Party in good faith from an arm's length Person who was lawfully in possession of such information free of any obligation of confidence; or
- (e) is released from the provisions of this Agreement by the written authorization of the Examined Party.

10.2 The Investigating Party will only disclose the Examined Party's Confidential Information to those of its representatives who need to know such information for the purposes of evaluating and implementing the transactions contemplated in this Agreement. Each such representative will be subject to the same obligations of confidentiality as the Investigating Party he or she represents. If this Agreement is terminated without completion of the transactions contemplated herein, the Investigating Party shall promptly return all documents, work papers and other written material (including all copies) obtained from the Examined Party in connection with this Agreement, and not previously made public, and shall continue to maintain the confidence of all such information.

## 11. General

11.1 Any notice, demand, request, consent, approval or other communication (a "**Notice**") which is required or permitted by this Agreement to be given or made by a Party must be in writing and:

- (a) delivered personally or by courier;
- (b) sent by prepaid registered mail; or
- (c) transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Notice must be sent to the intended Party at its address as follows:

to the Vendor at:

E-mail:

to the Purchaser at:

Suite 907, 1030 West Georgia Street  
Vancouver, British Columbia, V6C 2Y3  
Attention: Maria Wells, Corporate Administrator  
E-mail:

or at any other address as the relevant Party may advise the other by Notice given or made in accordance with this Section 11.1. Any Notice delivered to the Party to whom it is addressed shall be deemed to have been given or made and received on the day it is delivered at that

Party's address, provided that if that day is not a Business Day then the Notice shall be deemed to have been given or made and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given or made and received on the fifth Business Day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be delivered personally or by courier or transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission. Any Notice transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission shall be deemed to have been given or made and received on the day on which it is transmitted provided that, if the Notice is transmitted on a day which is not a Business Day or after 5 p.m. (local time of the receiving Party), the Notice shall be deemed to have been given or made and received on the next Business Day.

11.2 The failure of either party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof will not constitute a waiver of any provision of this Agreement or limit such party's right thereafter to enforce any provision or exercise any right.

11.3 Each Party will bear its own expenses in connection with the transactions contemplated herein including, without limitation, the costs and expenses of all professional advisors agents employed by such Party, except that the Purchaser will be responsible for any costs associated with the registration of the assignment of any copyrights included within the Acquired Assets with the United States Copyright Office. Each Party (the "**first Party**") will indemnify the other Party (the "**other Party**") against any claims, costs, losses, expenses or liabilities arising from any claim for commissions, finder's fees or other compensation in connection with the transactions contemplated herein, which may be asserted by any Person against the other Party, based on any agreement or arrangement for payment between that Person and the first Party.

11.4 No modification of this Agreement will be valid unless made in writing and duly executed by the Parties.

11.5 Each of the Parties will take, from time to time and without additional consideration, such further actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

11.6 This Agreement contains the entire understanding of the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof.

11.7 This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

11.8 Time is of the essence of this Agreement.

11.9 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia without regard for any conflict of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction.

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11.10 This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of both parties be contained on any counterpart. Each counterpart will be deemed an original, but all counterparts together will constitute one and the same instrument.

If the foregoing accurately reflects your understanding of our Agreement, please so indicate by signing and returning a copy of this letter to the undersigned.

Yours truly,

**MOSS GENOMICS INC.**

Per:           *s/ "Karl Cahill"*            
Karl Cahill  
Chief Executive Officer and Director

ACCEPTED AND AGREED:

          *s/ "Matt Comerford"*            
**MATT COMERFORD**

## SCHEDULE "A"

### DESCRIPTION OF ACQUIRED ASSETS

For the purposes of this Agreement, "**Acquired Assets**" means all rights to the mobile software application "All Bets are On", including but not limited to the following, but not including any interest in MCRE Limited:

- (i) all intellectual property associated with the Software Application, including all underlying software code, and use of the trademark "All Bets are On", and any derivatives;
- (ii) all restrictive covenants and trade secrets associated with the Software Application;
- (iii) all works of authorship including computer programs, whether in source code or in executable code form, architecture and documentation, inventions (whether or not patentable), discoveries and improvements, databases, data compilations and collections and technical data, methods and processes, and devices, prototypes, designs and schematics associated with the Software Application; and
- (iv) all rights to modify, and license the Software Application to third parties, at the sole discretion of the Purchaser, and as the Purchaser may see fit.