

## POOLING AGREEMENT

THIS POOLING AGREEMENT (the “**Agreement**”) is dated effective as of the 12 day of July, 2024.

AMONG:

**Fadia Saad**\_\_, an individual having an address located at [REDACTED]

(the “**Shareholder**”)

AND:

**AURORA SKY VENTURES CORP.**, a company existing under the laws of the Province of British Columbia and having an office located at **Suite 800, 1199 West Hastings Street, Vancouver, British Columbia, V6E 3T5**

(the “**Company**”)

WHEREAS:

- A. The Company entered into a share purchase agreement (the “**Purchase Agreement**”) with the Shareholder, pursuant to which the Company will acquire all of the outstanding share capital of Onco-Innovations Inc. (the “**Onco Acquisition**”);
- B. Pursuant to the Purchase Agreement, the Shareholder is entitled to receive 3,350,000\_\_\_\_ common shares in the capital of the Company (the “**Pooled Securities**”) upon the closing of the Onco-Acquisition;
- C. The Company is not a reporting issuer in any jurisdiction of Canada, and the Shareholder acknowledges that Pooled Shares are subject to a number of statutory restrictions on resale and trading (the “**Statutory Restrictions**”);
- D. In addition to the Statutory Restrictions, the Shareholder has agreed to the imposition of additional resale restrictions on the Pooled Securities, and has agreed to execute this Agreement in respect of such resale restrictions.

THEREFORE this Agreement witnesses that in consideration of the premises and mutual covenants contained herein, payment of (Cdn)\$10.00 by the Company to the Shareholder, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

### **1. Effect of Pool**

1.1 Except as provided in this Agreement, the Shareholder may not sell, deal-in, assign, transfer, dispose of or encumber, in any manner whatsoever, or agree to do any of the foregoing, in respect of any of the Pooled Securities or of any beneficial ownership to or any interest in them unless, until and to the extent that such Pooled Securities are released from such restrictions in accordance with the terms of this Agreement.

1.2 The Shareholder waives no privilege or rights attached to the Pooled Securities, excepted as required herein. For greater certainty, the Shareholder may exercise all voting rights attached to the Pooled Securities.

## **2. Right to Tender to Take-Over Bid**

2.1 Notwithstanding the resale restrictions described herein, in the event one or more persons, each of whom is at arm's length with the Company, makes a bona fide offer to acquire all of the then outstanding common shares of the Company and such offer constitutes a take-over bid within the meaning of the *Securities Act* (British Columbia) the Shareholder shall have the right to tender their Pooled Securities to the take-over bid.

## **3. Release from Pooling**

3.1 The Pooled Securities shall be released from the resale restrictions set forth in Section 1.1 of this Agreement in twenty (20) equal tranches over a twenty (20) month period, of which the initial release of the Pooled Securities shall occur four months after the date on which the common shares of the Company are listed for trading on a stock exchange in Canada, and each subsequent release will occur on the first day of each successive month thereafter.

3.2 Following release of any Pooled Securities, as set forth in Section 3.1 of this Agreement, the resale restrictions set forth in Section 1.1 of this Agreement shall no longer be applicable to such securities.

3.3 Notwithstanding any other provision in this Agreement, the Board of Directors of the Company may at any time, in its absolute discretion, reduce, remove, or waive the application of any pooling requirements attaching to all or any portion of the Pooled Securities hereunder.

## **4. Shareholder Certificates**

4.1 The Shareholder acknowledges that if share certificates are issued for the Pooled Shares, such share certificates shall be issued with restrictive legends indicating the pooling restrictions set forth in Section 3.1 of this Agreement.

## **5. Permitted Transfers**

5.1 During such time as they are subject to resale restrictions, the Shareholder may only transfer Pooled Securities with the prior written consent of the Board of Directors of the Company. In the event of any such transfer, the Pooled Securities shall continue to be subject to resale restrictions in accordance with this Agreement and the transferee shall be bound by the terms of this Agreement as though they were a party to it.

## **6. Notices**

6.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by telecommunication, facsimile, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

- (a) If to the Shareholder at the address set forth above; and

(b) If to the Company at:

**Aurora Sky Ventures Corp.  
Suite 800, 1199 West Hastings Street  
Vancouver, British Columbia  
V6E 3T5**

Attention: Farbod Shahrokhi, Director

Email: [REDACTED]

and such shall be deemed to have been given (i) if effected by personal delivery, or telecommunication, facsimile or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

6.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified will be the address of such party for the purpose of giving notice hereunder.

## **7. General**

7.1 Except for the Purchase Agreement, this Agreement constitutes the entire agreement among the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

7.2 The parties shall from time to time execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

7.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

7.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

7.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

7.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in British Columbia, and the parties hereby irrevocably agree that the courts of the Province British Columbia shall have exclusive jurisdiction to entertain any action arising under this Agreement.

7.8 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

*[SIGNATURE PAGE TO FOLLOW]*

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

**AURORA SKY VENTURES CORP.**

Per: "Farbod Shahrokhi"  
Authorized Signatory

"Fadia Saad" ( ( ( ( \_\_\_\_\_  
Name: Fadia Saad ( Witness

(SIGNATURE PAGE TO POOLING AGREEMENT)