

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of November 3, 2024 (the “**Effective Date**”), is entered into among Jack Nathan Functional Health Inc., an Ontario company (“**JN Functional**”), Jack Nathan Medical Inc., an Ontario company (“**JN Medical**” and collectively with JN Functional, the “**Vendors**” and each a “**Vendor**”), Jack Nathan Medical Corp. (“**JNMC**”), an Ontario company, 1506177 B.C. Ltd., a British Columbia company (the “**Purchaser**”), and, only for the purposes of guaranteeing the Purchaser’s obligations pursuant to Section 2.9(b), WELL Health Technologies Corp., a British Columbia company (“**WELL**”).

### RECITALS

#### WHEREAS:

- A. The Vendors own and operate medical clinics in Canada, and sublease or sublicense space for medical, dental and other similar clinics or businesses in Canada, in stores owned and/or operated by Wal-Mart Canada Corp. (“**Wal-Mart**”) including under a non-exclusive license to operate or sublicense such clinics in Wal-Mart stores and two locations outside of Wal-Mart stores (the “**Business**”); and
- B. The Vendors wish to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendors, certain assets of the Vendors, as set out herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (as defined herein) agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

“**Accounts Receivable**” means all accounts or notes receivable due to the Vendors, including the Patient Receivables, and any security, claim, remedy or other right related to any of the foregoing as of the Calculation Time, determined on a gross basis in accordance with IFRS, consistently applied.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, judicial or quasi-judicial inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

“**Acquisition Proposal**” means any expression of interest, offer, proposal or inquiry from any person other than the Purchaser and its Affiliates relating to (a) any potential acquisition of all or a significant part of the business, properties, assets, shares, share equivalents or convertible or exchangeable securities of JNMC or the Vendors, whether by business combination, amalgamation, arrangement, purchase of shares, purchase of assets, take-over bid or otherwise,

or (b) any agreement, arrangement or understanding requiring JNMC or the Vendors to abandon, terminate or fail to consummate this Agreement or any of the transactions contemplated by this Agreement.

**"Affiliate"** when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term "controlled" has a corresponding meaning; *provided that*, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person.

**"Agreement"** means this Asset Purchase Agreement, as the same may be amended, supplemented or restated from time to time.

**"Applicable Securities Laws"** means all securities and corporate laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies that are applicable, in each case, to the Purchaser, the Vendors, WELL or JNMC having force of law, including but not limited to the rules and policies of the TSX and the TSX-V.

**"Assets"** means all assets, real and personal, tangible and intangible.

**"Assigned Leases"** means the Leases of the clinics of the Vendors identified in Section 1.1 of the Disclosure Schedule.

**"Assigned Licenses"** means all of the licenses owned by the Vendors pursuant to the License Agreements, other than the Excluded Licenses.

**"Assignment and Assumption Agreement"** has the meaning ascribed thereto in Section 8.2(k)(ix).

**"Balance Sheet"** has the meaning ascribed thereto in the definition of Financial Statements.

**"Balance Sheet Date"** has the meaning ascribed thereto in the definition of Financial Statements.

**"Basket"** has the meaning set forth in Section 9.4(a).

**"Benefit Plans"** means all employee benefit plans, agreements, programs, policies, practices, material undertakings and arrangements (whether oral or written, formal or informal, funded or unfunded) maintained for, available to or otherwise relating to any employees, directors or officers or former employees, directors or officers of the Vendors, or any spouses, dependents or survivors of any employee or former employee of the Vendors, or in respect of which the Vendors are a party to or bound by or is obligated to contribute or in any way liable, whether or not insured or whether or not subject to any Law, including fringe benefit, bonus, deferred compensation,

incentive compensation, share purchase, share appreciation, share option, severance and termination pay, hospitalization, health and other medical benefits including medical or dental treatment or expenses, life and other insurance including accident insurance, vision, legal, long-term and short-term disability, salary continuation, vacation, supplemental unemployment benefits, education assistance, equity or equity-based compensation, change of control benefits, profit-sharing, mortgage assistance, employee loan, employee assistance and pension, savings, retirement and supplemental retirement plans (including any defined benefit or defined contribution Pension Plan and any group registered retirement savings plan), and supplemental pension, except that the term “Benefit Plans” shall not include any statutory plans with which the Vendors are required to comply, including the Canada Pension Plan and plans administered under applicable provincial health tax, workers’ compensation, workplace health and safety and employment insurance legislation.

**“Books and Records”** means all information of or pertaining to the Vendors, the Vendors’ Clinics, the Purchased Assets or the Assumed Liabilities in any form, including: (a) books of account, accounting records and other financial data and information, including copies of filed Tax Returns and assessments; (b) personal records; (c) all services and purchase records, lists of suppliers, customers, credit and pricing information, formulae, business, engineering and consulting reports and research and development information of, or relating to, the Vendors, the Vendors’ Clinics, the Purchased Assets or the Assumed Liabilities; and (d) all other books, documents, files, records, telephone call recordings, correspondence, data and information, financial or otherwise, that are in the possession or under the control of the Vendors or their Affiliates, including all data and information stored electronically or on computer related media.

**“Business”** has the meaning ascribed thereto in the Recitals.

**“Business Day”** means any day except Saturday, Sunday or any other day on which banks located in Vancouver, British Columbia or Toronto, Ontario are authorized or required by law to be closed for business.

**“Calculation Time”** means 11:59 p.m. (Vancouver time) on the day immediately preceding the Closing Date.

**“Closing”** has the meaning ascribed thereto in Section 2.8.

**“Closing Date”** means December 1, 2024.

**“Closing Time”** means, in respect of the Closing, 12:01 a.m. (Vancouver time) on the Closing Date, or such other time on the Closing Date as the Parties agree in writing that the Closing shall take place.

**“Collective Agreement”** means any collective agreement, letter of understanding, letter of intent or other written communication or contract with any trade union, association that may qualify as a trade union, council of trade unions, employee bargaining agent or affiliated bargaining agent.

**“College”** means the college of physicians and surgeons or the similar regulatory body of the physicians in the province of the clinic where a physician is engaged in their practice.

**“Consent”** means all consents, approvals, permits, licences, waivers of rights of first refusal or waivers of due on sale clauses or other waivers, as applicable, from: (a) any party to any Contract that is material to the Vendors or to the operation of the Continued Clinics and the operation of the Business; and (b) any Governmental Authority necessary in connection with the execution of this Agreement, the Closing or the performance of any terms thereof or any document delivered pursuant thereto or the completion of any of the transactions contemplated by this Agreement.

**“Continued Clinics”** means any of the Vendors’ Clinics located at any of the locations covered by the Assigned Licenses or the Assigned Leases.

**“Contracts”** means all contracts, letter agreements, leases, deeds, mortgages, licences, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

**“Corporate Documents”** has the meaning ascribed thereto in Section 2.2(b).

**“Corporate IP”** means all Intellectual Property that is owned or used by the Vendors, other than off-the-shelf Software licenses.

**“Corporate IP Agreements”** means all licences, sub-licences, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Intellectual Property to which the Vendors are a party, beneficiary or otherwise bound.

**“Corporate IP Registrations”** means all Corporate IP that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trade-marks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

**“Data Room”** has the meaning set out in Section 1.5.

**“Data Security Assessment”** has the meaning set out in Section 5.7.

**“Direct Claim”** has the meaning ascribed thereto in Section 9.5(c).

**“Disclosure Schedules”** means the schedules attached to this Agreement delivered by the Vendors to the Purchaser concurrently with the execution and delivery of this Agreement.

**“Disposal”** means any disposal by any means, including dumping, incineration, spraying, pumping, injecting, depositing or burying.

**“Employee”** means any person employed by either of the Vendors.

**“Employee Contracts”** has the meaning ascribed thereto in Section 3.17(b).

**“Encumbrances”** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered; absolute or contingent) and includes a lien, security interest, mortgage, easement, adverse ownership interest, defect on title, condition,

right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security (including those under sections 426 or 427 of the *Bank Act* (Canada)), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting any Assets of the Vendors.

**“Environment”** means the air, surface water, ground water, body of water, any land (including surface land and sub-surface strata), soil or underground space, all living organisms and the interacting natural systems that include components of the air, land, water and inorganic matters and living organisms, and the environment or natural environment as defined in any Environmental Law, and **“Environmental”** shall have a corresponding meaning.

**“Environmental Law”** means any all Laws relating to the protection of the Environment including those relating to the storage, generation, use, handling, manufacture, processing, transportation, import, export, treatment, Release or Disposal of any Hazardous Substance.

**“Equipment”** means furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, computers, telephones, hardware, software, and relevant other miscellaneous tangible and intangible assets.

**“Excluded Assets”** has the meaning ascribed thereto in Section 2.2.

**“Excluded Clinics”** means the clinics listed in Section 1.1 of the Disclosure Schedules.

**“Excluded Leases”** means the Leases identified as such in Section 1.1 of the Disclosure Schedules.

**“Excluded Licenses”** means the licenses identified as such in Section 1.1 of the Disclosure Schedules.

**“Excluded Medspa Assets”** means those Assets (other than Wal-Mart Contracts) and Inventory exclusively used by the Medspa Clinics identified in Section 1.1 of the Disclosure Schedules.

**“Financial Statements”** means, collectively (a) the audited consolidated financial statements of JNMC for the financial period ended January 31, 2024, (b) the management prepared consolidated interim financial statements of JNMC for the quarter ended July 31, 2024, and (c) the management prepared unconsolidated interim financial statements of the Vendors for the most recent month ended September 30, 2024 (the **“Balance Sheet Date”**), consisting in each case of a balance sheet (the **“Balance Sheet”**), statement of earnings (loss) and retained earnings, statement of cash flows and the related notes thereto, all in accordance with IFRS.

**“Fundamental Representations of the Purchaser and WELL”** means the representations and warranties of Purchaser set out in Sections 4.1, 4.2, 4.3, 4.4 and 4.5.

**“Fundamental Representations of the Vendors”** means the representations and warranties of the Vendors set out in Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6(a), 3.6(b), 3.6(d)(iv), 3.6(d)(v), 3.6(d)(vi) and 3.25.

**“General Conveyance Agreement”** has the meaning ascribed thereto in Section 8.2(k)(viii).

**“Goodwill”** has the meaning ascribed thereto in Section 2.1.

**“Governmental Authority”** means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; and (d) any quasigovernmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing.

**“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority.

**“GST”** means goods and services tax payable or collectable pursuant to Part IX of the *Excise Tax Act* (Canada).

**“Hazardous Substance”** means, collectively, petroleum, any petroleum product, any radioactive material (including radon gas), explosive or flammable materials, asbestos in any form, urea formaldehyde foam insulation, and polychlorinated biphenyls, any pollutant, contaminant, waste, hazardous substance, hazardous material, hazardous waste, toxic substance, dangerous substance, dangerous good, restricted hazardous waste, toxic substance or a source of contamination, as defined or identified in any Environmental Law.

**“HST”** means harmonized sales tax payable or collectable pursuant to Part IX of the *Excise Tax Act* (Canada).

**“IFRS”** means generally accepted accounting principles in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

**“Indemnified Party”** has the meaning ascribed thereto in Section 9.5.

**“Indemnifying Party”** has the meaning ascribed thereto in Section 9.5.

**“Independent Contractor”** means all independent contractors, dependent contractors, consultants and any other individuals who are not, or were not (with respect to former Independent Contractors), an employee, officer or director of the Vendors, who have been engaged by either of the Vendors to provide services (including, but not limited to, health services) and/or received remuneration from either of the Vendors under a Contract for services.

**“Intellectual Property”** means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, under the Laws of any jurisdiction throughout the world, all registrations and applications for, and renewals and extensions of, such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: trademarks, service marks, trade names and similar designations of source or origin, whether

or not registered including all common law rights thereto and all goodwill associated therewith; websites and domain names; copyrights and, copyright registrations, including all moral rights therein; works of authorship, whether or not copyrightable; industrial designs; all know-how, trade secrets, confidential or proprietary business, technical or financial information, data, processes, methods, product specifications, formulae, techniques, studies, reports, business plans and all rights therein; inventions and invention disclosures, whether or not patentable; integrated circuit topographies and mask works; and patents (including all registrations, reissues, divisional applications, provisional applications or analogous rights, continuations, continuations-in-part and improvements, modifications and extensions thereof).

**“Interim Financing Agreement”** means the interim financing agreement between WELL, the Vendors, JNMC and JN Mexico dated on or about the same date hereof.

**“Inventory”** means medical, office, scientific, testing or other materials and supplies.

**“Insurance Policies”** has the meaning ascribed thereto in Section 3.11(a).

**“IP Developer”** means all current or former employees, consultants and other Persons who are or have been involved in the development, modification, creation or improvement of any Intellectual Property for the Vendors.

**“JN Mexico”** means JNH Medico Mexico S.A. de C.V.

**“JN Mexico Profit Share Agreement”** means the profit share agreement between JN Mexico and Wal-Mart.

**“JNMC License Agreements”** means the various license agreements between Wal-Mart and JNMC.

**“Key Employees”** means those employees of the Vendors who will be identified by WELL or the Purchaser in writing no less than ten (10) days prior to the Closing Date.

**“Key Employment Agreements”** means the fully-executed employment agreements between each of the Key Employees, on the one hand, and the Purchaser or its designee, on the other hand.

**“Law”** means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority having force of law.

**“Leases”** means leases, subleases and other agreements or arrangements in the nature of a lease or right of occupancy of real property to which either of the Vendors, are a party, whether as lessor, lessee or as indemnitor.

**“Liabilities”** means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.



**“License Agreements”** means (i) the license agreement dated June 10, 2008 between Wal-Mart and [party name redacted], as amended on June 1, 2011, and as assigned by the [party name redacted] to Jack Nathan Medical Inc. pursuant to a Consent to Assignment and Amending Agreement dated March 24, 2016, and as further amended on May 19, 2020 and May 6, 2020, and all subsequent amendments, restatements or supplements thereto, including all subsequent license agreements with Wal-Mart to which the Vendors or one of the Vendors’ Affiliates is a party; and (ii) all license agreements pursuant to which the Vendors or one of the Vendors’ Affiliates, as licensor, has granted a sublicense to a third-party to operate a medical clinic in a Wal-Mart store in Canada.

**“Loss” or “Losses”** means any and all loss, liability, debt, Tax, damage, cost, expense, charge, fine, penalty or assessment paid or payable by an Indemnified Party and the costs and expenses incurred in investigating, pursuing or settling a claim and all interest and reasonable fees and expenses of lawyers and experts incurred in connection therewith.

**“Material Adverse Effect”** means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, financial condition or assets of a Person; (b) the ability of a Person to consummate the transactions contemplated hereby on a timely basis; or (c) in the case of the Vendors, the continued operation of the Continued Clinics or the Purchased Assets; *provided that*, where the Person referred to in this definition is the Vendors, **“Material Adverse Effect”** shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) changes in global, national or regional general economic, social or political conditions in Canada, the United States or elsewhere in the world, including armed hostilities, national emergencies or acts of war (whether or not declared), sabotage or terrorism, changes in government or military actions, or any escalation or worsening of any of the foregoing; (ii) conditions generally affecting the industries in which the Vendors operates; (iii) any changes in financial, securities or credit markets in general (including, without limitation, any disruption thereof, any decline in the price of any security or any market index and changes in prevailing interest rates or foreign exchange rates) or in general business, regulatory or market conditions in Canada, the United States or elsewhere in the world; (iv) any action required or permitted by this Agreement; (v) any change resulting from or arising out of hurricanes, earthquakes, floods, or other natural disasters or acts of God; (vi) epidemics, pandemics or disease outbreaks, including the effects of COVID-19 or any measures or responses; (vii) any impact on the Continued Clinics’ relationships with customers or suppliers resulting from the notification, public announcement or completion of the transactions contemplated by this Agreement; (viii) the failure of the Vendors to meet any internal or public projections, forecasts or estimates of performance, revenues or earnings, on its own (it being further understood that the facts and circumstances that caused such failure that are not otherwise excluded from the definition of Material Adverse Effect may constitute or contribute to a Material Adverse Effect) or (ix) any action (or the effects of any action) taken (or omitted to be taken) upon the request or instruction of, or with the consent of, the Purchaser or actions that are taken (or omitted to be taken), consistent with the terms hereof that are necessary to consummate the transactions contemplated hereby or under the other Transaction Documents; *provided further that* any event, occurrence, fact, condition or change referred to in clauses (i) through (vi) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent that such event, occurrence, fact, condition or change has a material disproportionate effect on the Continued Clinics of the Vendors taken as a whole, compared to other clinics.



**“Medspa Clinics”** means the “Medspa” clinics operated by JN Functional.

**“Month-End Financial Statements”** means collectively the unaudited and management prepared unconsolidated financial statements of the Vendors for the most recent month end period following the Balance Sheet Date consisting of a balance sheet and statement of earnings (loss) and retained earnings prepared consistently with the manner such documents have been prepared in prior periods.

**“Non-Transferring Employees”** means Employees that do not become Transferring Employees.

**“Ordinary Course”**, when used in relation to the conduct of the Vendors’ Clinics, means any transaction that constitutes the usual and ordinary course of business of the Vendors, as applicable, consistent with past practice.

**“Outside Date”** means February 1, 2025.

**“Parties”** means collectively, the Vendors, the Purchaser, JNMC, WELL and any Person who subsequently becomes a Party to this Agreement, in accordance with its terms, and “Party” means any one of the Parties.

**“Patient”** means an individual who receives or received medical services at the Vendors’ Clinics.

**“Patient Information”** means all information collected in relation to a Patient, including all personal information and personal health information contained in medical records, whether contained in physical records or recorded digitally.

**“Patient Receivables”** with respect to the Vendors or the Vendors’ Clinics, any and all rights to receive payments due on the patient accounts from any obligor or other third party payor under or in respect of such accounts (including, without limitation, all insurance companies), and all proceeds of, or in any way derived, whether directly or indirectly, from any of the foregoing (including, without limitation, all interest, finance charges and other amounts payable by an obligor in respect thereof).

**“Permitted Encumbrances”** means: (a) statutory Encumbrances for current Taxes, special assessments or other governmental charges not yet due and payable or delinquent; (b) statutory liens and deposits or pledges made in connection with, or to secure payment of, worker’s compensation, employment insurance, Canada Pension Plan or other similar programs mandated under Law and for which appropriate accruals have been established in accordance with the IFRS applied consistently with past practice; (c) undetermined or inchoate Encumbrances imposed or permitted by laws and incurred in the Ordinary Course, such as builder’s liens, construction liens, materialmen’s liens and other liens, privileges or other charges of a similar nature that relate to obligations not due; (d) Encumbrances for public utilities not due and payable as at the Closing Date; and (e) Encumbrances listed in Section 1.1 of the Disclosure Schedules which are expressly identified as Encumbrances to be discharged prior to Closing.

**“Permits”** means all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

**“Person”** means any individual, sole proprietorship, partnership, body corporate, corporation, company, unlimited company, limited liability company, trust, joint venture, any governmental authority or any incorporated or unincorporated entity or association of any nature and includes an individual in his or her capacity as trustee, executor, administrator or other legal representative.

**“Personal Information”** means any factual or subjective information, recorded or not, about an employee, Independent Contractor, agent, officer, director, executive, client, customer or supplier of the Vendors who is a natural person or a natural person who is a shareholder of the Vendors, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual, including, for avoidance of doubt, Patient Information.

**“Physician Agreements”** means the professional services agreements between the Vendors, on the one side, and various physicians operating at the Vendors’ Clinics, on the other side.

**“Privacy Law”** means any applicable Law relating to the collection, use, handing, processing, sale, sharing, disposal, retention, disclosure, transfer or protection of Personal Information, including, without limitation the *Personal Information Protection and Electronic Documents Act* (Canada), the *Personal Health Information Protection Act* (Ontario) and any equivalent or similar legislation in other provincial jurisdictions, and to the extent applicable, Laws and rules relating to Payment Card Industry Data Security Standards, biometrics, internet of things, direct marketing, e-mails, text messages, robocalls, or telemarketing.

**“Purchase Price”** has the meaning ascribed thereto in Section 2.4(a).

**“Purchase Price Advances”** means the aggregate amount of the advances that WELL, the Purchaser or any of their Affiliates has advanced to the Vendors or to JNMC pursuant to the Interim Financing Agreement and any fees, interest or other amounts accrued thereon.

**“Purchased Assets”** has the meaning ascribed thereto in Section 2.1.

**“Purchaser’s Knowledge”** or any other similar knowledge qualification, means the actual or constructive knowledge of the Chief Executive Officers of the Purchaser and WELL, with due inquiry where appropriate and reasonable regarding those matters that a reasonable purchaser would consider material in order to provide the representations and warranties in this Agreement.

**“QST”** means Quebec sales tax payable or collectable pursuant to Part T-0.1 of the *Civil Code of Quebec*.

**“Real Property”** means rights, title, estate and interest, present or future, of the Vendors, as applicable, in and to the immovable property, lands and premises described in Section 1.1 of the Disclosure Schedules, including all buildings, erections, structures, fixtures and improvements of any nature or kind now and hereafter situated thereon and all other appurtenances thereto.

**“Registered Owned IP”** has the meaning ascribed thereto in Section 3.10(a).

**“Related Party”** means any Person who does not deal at arm’s length with any other Person, where the question of whether Persons are not dealing with each other at arm’s length will be determined in accordance with the applicable provisions of the Tax Act.

**“Release”** means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate of any Hazardous Substance into or through the Environment or as defined in any Environmental Law.

**“Remedial Order”** means any Governmental Order issued, filed or imposed under any Environmental Law and includes any Governmental Order requiring any remediation or clean-up of any Hazardous Substance, or requiring that any Release or Disposal be reduced or eliminated.

**“Representative”** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, lawyers, accountants and other agents of such Person.

**“Restricted Period”** has the meaning ascribed thereto in Section 5.2.

**“Restrictive Covenant”** has the meaning ascribed thereto in Section 5.2.

**“Securities Regulatory Authorities”** means, as applicable, the securities regulatory authorities listed in “Appendix C” to National Instrument 14-101 – *Definitions*.

**“Severance Obligation”** has the meaning ascribed thereto in Section 2.3.

**“Software”** means computer programs, operating systems, applications, interfaces, applets, software scripts, macros, firmware, middleware, development tools and other codes, instructions or sets of instructions for computer hardware or software, including SQL and other query languages, hypertext markup language, wireless markup language, xml and other computer markup languages, in object, source code or other code format.

**“Tax” or “Taxes”** means (a) all taxes, surtaxes, duties, tariffs, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, inflationary adjustments, surcharges, collection expenses, penalties or other additions associated therewith, whether or not disputed, (b) any liability for the payment of any amounts of the type described in clause (a) as a result of the operation of Law or any express obligation to indemnify any other Person.

**“Tax Act”** means the *Income Tax Act* (Canada).

**“Tax Return”** means all reports, returns, information returns, claims for refunds, elections, designations, estimates, reports and other documents, including the electronic accounting obligations and any schedule or attachments thereto, filed or required to be filed or supplied to any Governmental Authority in respect of Taxes and including any amendment thereof or attachment thereto.

**“Third Party Claim”** has the meaning ascribed thereto in Section 9.5.

**“Transaction”** means the transactions contemplated by this Agreement.

**“Transaction Documents”** means the General Conveyance Agreement, Assignment and Assumption Agreement and all other documents to give effect to the transaction contemplated by this Agreement.

**“Transferring Employees”** means the Employees who are identified by the Purchaser in writing as Employees being offered employment by the Purchaser and who accept such offers of employment.

**“TSX”** means the Toronto Stock Exchange.

**“TSX-V”** means the TSX Venture Exchange.

**“Vendors’ Clinics”** means any primary care, family medicine, urgent care, and/or specialty clinic operated by the Vendors, including the Continued Clinics and the Excluded Clinics.

**“Vendors’ Closing Certificate”** has the meaning ascribed thereto in Section 8.2(k)(xvi).

**“Vendors’ Knowledge”** means with respect to the Vendors and JNMC, the actual knowledge of [names of individuals redacted], with due inquiry where appropriate in order to provide the representations and warranties in this Agreement.

**“Wal-Mart Consent”** means the consent of Wal-Mart and its Affiliates, consenting to the Transaction, the disposition of the Purchased Assets over which they have security, and all transactions ancillary or related thereto.

**“Wal-Mart Contract”** means any Contract between Wal-Mart and its Affiliates, on the one hand, and the Vendors or their respective Affiliates (other than JN Mexico), on the other hand.

**“Wal-Mart Debt”** means all debts, loans, credit facilities and related or ancillary obligations due by the Vendors and any of their Affiliates to Wal-Mart and any of its Affiliates, including pursuant to (i) a credit agreement dated May 6, 2022, between Wal-Mart and JNMC; (ii) a convertible debenture dated June 15, 2023 between Wal-Mart and JNMC; and (iii) a credit agreement between Wal-Mart and JNMC dated September 26, 2022; inclusive of all principal, interest, fees and other amounts due under such agreements, in the aggregate amount of approximately \$15,000,000.

**“Wal-Mart Release”** means the full and final release from Wal-Mart and its Affiliates releasing the Vendors and its Affiliates from all liabilities and obligations based in whole or in part on facts to the extent known by Wal-Mart as of the Closing Date, existing on or before the Closing Date under

any Wal-Mart Contract including for the avoidance of any doubt the Wal-Mart Debt and the Wal-Mart Security in form and substance satisfactory to the Vendors (excluding the JN Mexico Profit Share Agreement).

**“Wal-Mart Security”** means all of the Encumbrances against the Vendors and their Affiliates, and their respective real and personal property, in favour of Wal-Mart and its Affiliates which secure the payment and performance of the Wal-Mart Debt.

## **1.2 Currency**

All references in this Agreement or any Transaction Documents to dollars, or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

## **1.3 Context**

Except with respect to disclosures in the Disclosure Schedules, unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

## **1.4 Statutes and Regulations**

Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

## **1.5 Data Room**

To the extent that any documents or other materials were present in the online data room maintained by the Vendors and JNMC for purposes of the transactions contemplated by this Agreement and shared with the Purchaser (the **“Data Room”**) no less than two (2) days prior to the date hereof, such documents or other materials shall be deemed “provided” and “made available” (and all similar phrases used herein that mean such) to the Purchaser, provided however that nothing in this Section shall limit or otherwise affect the Purchaser’s remedies under this Agreement if the Vendors fail to disclose such document or other materials in the applicable Disclosure Schedule in connection with a representation or warranty.

# **ARTICLE 2 SALE OF ASSETS**

## **2.1 Purchase and Sale of Assets**

Subject to the terms and conditions set forth herein, at the Closing, the Vendors shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser agrees to purchase, accept, assume and receive all of the Vendors’ right, title and interest in, to and under all of their assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, including but not limited to Goodwill (as defined below), wherever located and whether now existing or hereafter acquired, free and clear of any Encumbrances (other than Permitted Encumbrances), all as more particularly set out below (the **“Purchased Assets”**). The Purchased Assets include the Vendors’ partial, divided, or wholly-owned interest in the following:

- (a) all Accounts Receivable held by or otherwise in favour of the Vendors;
- (b) all Equipment owned by the Vendors located at the Vendors' Clinics other than the Excluded Medspa Assets;
- (c) all Inventory owned by the Vendors located at the Vendors' Clinics other than the Excluded Medspa Assets;
- (d) any Permits issued by the applicable Colleges to the Vendors or in respect of the Vendors' Clinics, all Permits which are held by the Vendors and required to operate the Vendors' Clinics, or which are required for the ownership and use of the Purchased Assets, to the extent such Permits are transferrable, as further set out in Section 2.1(d) of the Disclosure Schedule;
- (e) all Contracts required to operate the Continued Clinics or which affect the other Purchased Assets, including the Assigned Leases and the Assigned Licenses as set out in Section 2.1(e) of the Disclosure Schedule;
- (f) all Physician Agreements for the Continued Clinics;
- (g) the Physician Agreements for the physicians at the Excluded Clinics that the Purchaser has identified in writing to be relocated to a Continued Clinic on the condition that such Physician Agreements are amended to identify a new location where such physician will be providing services and the physician has consented to such amendment;
- (h) all rights to any Action of any nature available to or being pursued by the Vendors as a plaintiff to the extent related to the Vendors' Clinics, the Purchased Assets or the Assumed Liabilities, other than [names redacted]
- (i) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes);
- (j) all Patient Information other than the Patient Information for the Excluded Clinics as further set out in Article 11;
- (k) all of the Vendors' rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- (l) all of the Vendors' insurance benefits, including rights and proceeds arising from or relating to Vendors' Clinics, the Purchased Assets or the Assumed Liabilities;
- (m) all Books and Records relating to the Vendors, the Vendors' Clinics, the Purchased Assets or the Assumed Liabilities;

- (n) any Intellectual Property developed or held by the Vendors in relation to Vendors' Clinics, the Purchased Assets or the Assumed Liabilities, as set out in Section 2.1(n) of the Disclosure Schedules; and
- (o) all Vendors' Clinics' goodwill, which is based on the relationship between the Vendors, the Patients and referral sources of the Vendors' Clinics (the "**Goodwill**").

Notwithstanding the forgoing, with a minimum of five (5) Business Days' written notice to the Vendors before the Closing Date, the Purchaser shall be permitted to carve out and exclude specific assets which would have otherwise have been included and conveyed to the Purchaser pursuant to this Agreement and shall be permitted to modify the Disclosure Schedule accordingly to reflect that these are Excluded Assets, provided that if the Purchaser carves out or otherwise excludes assets in this manner, the Purchase Price shall remain the same.

## 2.2 Excluded Assets

Notwithstanding Section 2.1, the Purchaser shall not assume and shall not obtain any right, title or interest in any of the following assets of the Vendors, which shall remain solely with the Vendors:

- (a) all cash and cash equivalents, including any securities or short-term investments, including, without limitation, all debt or equity securities of JN Mexico and those described in Section 2.2(a) of the Disclosure Schedules;
- (b) the corporate seals, organizational documents, minute books, share certificate books, corporate tax returns, books of accounts or other records having to do with the corporate organization of the Vendors or that the Vendors are required by Law to retain (collectively, the "**Corporate Documents**");
- (c) the Contracts listed in Section 2.2(c) of the Disclosure Schedules (the "**Excluded Contracts**");
- (d) the Physician Agreements for the Excluded Clinics, other than the Physician Agreements for physicians which the Purchaser has identified will be relocated from an Excluded Clinic to a Continued Clinic pursuant to Section 2.1(g);
- (e) all Excluded Leases and contracts which are not otherwise identified as a Contract;
- (f) income tax refunds and other Tax refunds receivable by the Vendors and all Tax Returns pertaining to corporate income taxes of the Vendors;
- (g) personal items such as professional plaques, books, paintings, personal stationary, malpractice insurance policies, casualty insurance;
- (h) any permits or licenses pertaining to the Vendors' Clinics which are not transferrable;
- (i) all Benefit Plans; and
- (j) the Medspa Clinics, and the Excluded Medspa Assets including any assets and Contracts (other than Wal-Mart Contracts) used exclusively in connection with such clinics.



(collectively, the “**Excluded Assets**”).

### **2.3 Assumed Liabilities**

Subject to the terms and conditions set forth herein, the Purchaser shall assume and agree to pay, perform and discharge only the following Liabilities (collectively the “**Assumed Liabilities**”) and no other Liabilities:

- (a) Subject to the amendments and other agreements between Wal-Mart and the Purchaser contemplated under Section 8.2(h), all Liabilities in respect of the Wal-Mart Contracts that relate to the Business or the Vendors’ Clinics, other than those pertaining to the Wal-Mart Debt and the Wal-Mart Security, including for greater certainty the JNMC License Agreements, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, and do not relate to any failure to perform, failure to pay, improper performance, warrant or other breach, default or violation by the Vendors on or before the Closing Date; and
- (b) all Liabilities in respect of the Contracts and the Permits, other than those which are Excluded Assets or Excluded Liabilities, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, and do not relate to any failure to perform, failure to pay, improper performance, warrant or other breach, default or violation by the Vendors on or before the Closing Date.

### **2.4 Excluded Liabilities**

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be responsible to pay, perform or discharge any of the Liabilities or claims, including any Tax Liabilities, employment claims, or civil Liabilities associated with the Purchased Assets, the Excluded Assets, the Vendors, the Vendors’ Clinics, the Medspa Clinics or anything else associated with the Vendors’ Clinics, the Medspa Clinics or the Purchased Assets incurred before the Closing Date (the “**Excluded Liabilities**”). For clarity, the Excluded Liabilities include:

- (a) any Liabilities of the Vendors’ Clinics or the Vendors other than those items set out in Section 2.3 (Assumed Liabilities);
- (b) all claims or litigation threatened or initiated against the Vendors;
- (c) the Wal-Mart Security and the Wal-Mart Debt;
- (d) any debts, loans, Taxes owing or credit facilities with respect to the Vendors or the Vendors’ Clinics, including amounts owing to landlords of the Assigned Leases;
- (e) any obligation to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of the Vendors;
- (f) any obligations relating to deferred revenue of the Vendors or the Medspa Clinics arising from patients’ prepayments for services not performed before the Closing Date; and
- (g) any Liabilities arising from the employment with the Vendors of the Non-Transferring Employees, including any Liabilities with respect to notice of termination (or pay in lieu

thereof), severance, vacation, or similar entitlements, both common law and statutory (collectively, the “**Severance Obligations**”) whether arising prior to or after the Closing Date.

## **2.5 Purchase Price**

- (a) In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, and in reliance upon the representations and warranties as set out in this Agreement, the Purchaser shall pay to the Vendors a total of \$5,000,000 (the “**Purchase Price**”), to be allocated among the Purchased Assets in accordance with a schedule to be mutually agreed between the Vendors and the Purchaser, each acting reasonably.
- (b) The Purchase Price shall be satisfied by the Purchaser by paying \$5,000,000 less the aggregate amount of all outstanding Purchase Price Advances (the “**Closing Payment**”) by wire transfer of immediately available funds to the Vendors’ legal counsel, in trust, on the Closing Date.

## **2.6 GST / HST**

- (a) The Purchaser and the Vendors acknowledge that the Purchase Price does not include any HST, QST or any Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-staged Tax.
- (b) The Purchaser and the Vendors acknowledge and agree that Purchaser is acquiring ownership, possession and use of substantially all of assets reasonably necessary for the Purchaser to carry on the Business and that the purchase and sale of the Purchased Assets shall be completed on the basis that no HST or QST (and no Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-staged Tax) will be payable by the Purchaser in respect of the purchase and sale of the Purchased Assets.
- (c) The Purchaser and the Vendors shall jointly make the elections provided for under section 167 of the *Excise Tax Act* (Canada) and under any provision of any applicable legislation imposing a similar value-added or multi-staged Tax so that no HST or QST will be payable in respect of the transactions contemplated by this Agreement.
- (d) The Purchaser and the Vendors shall complete the election forms in respect of such elections.
- (e) The Purchaser shall file such elections no later than the due date for the Purchaser’s HST returns for the first reporting period in which HST would, in the absence of filing such elections, become payable in connection with the transactions contemplated by this Agreement.

If however, any HST or any other Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-staged Tax is payable in respect of the purchase and sale of the Purchased Assets, the Purchaser shall pay to the Vendors, promptly upon demand, such amounts and the Vendors shall remit on a timely basis such payment to the Canada

Revenue Agency (and to any applicable provincial taxation authority) and provide to Purchaser evidence in writing of such remittance. The Vendors shall be liable for and shall pay for any applicable interest or penalties payable as a result of any late payment of HST (and any Tax imposed under any provision of any applicable provincial legislation imposing a similar value-added or multi-staged Tax).

## **2.7 Further Acts and Deeds**

The Parties acknowledge that this Agreement establishes the intentions of the Parties and that they shall execute and deliver all such instruments, agreements, conveyances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement and the transfer of interest in the Purchased Assets.

## **2.8 Closing**

Subject to the terms and conditions of this Agreement, the purchase and sale of the Purchased Assets contemplated hereby shall take place by way of electronic exchange between the Purchaser's counsel and the Vendors' counsel of executed documents and other deliverables on the basis of professional undertakings of trust conditions (the "**Closing**"), to be held at the Closing Time on the Closing Date or on such other date and such other time as may be agreed upon in writing by the Vendors and the Purchaser, and will be effective as of the Closing Time.

## **2.9 Guarantees by Parents**

- (a) JNMC hereby unconditionally and irrevocably guarantees the due and punctual performance by the Vendors of each and every covenant and obligation of the Vendors arising under this Agreement. JNMC hereby agrees that the Purchaser shall not have to proceed first against the Vendors before exercising its rights under this guarantee against JNMC.
- (b) WELL hereby unconditionally and irrevocably guarantees the due and punctual performance by the Purchaser of each and every covenant and obligation of the Purchaser arising under this Agreement. WELL hereby agrees that the Vendors shall not have to proceed first against the Purchaser before exercising its rights under this guarantee against WELL.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF VENDORS**

The Vendors, jointly and severally, make the following representations and warranties as at the date of this Agreement and acknowledge that the Purchaser is relying on such representations and warranties in entering into this Agreement, purchasing the Purchased Assets and in otherwise completing the transactions contemplated hereby.

### **3.1 Existence and Corporate Power of the Vendors**

The Vendors and JNMC are each incorporated and validly existing under the Laws of their respective jurisdiction of incorporation and have not been discontinued or dissolved under such Laws and no steps or proceedings have been taken to authorize or require such discontinuance or dissolution or, to the Vendors' Knowledge, by any other Person, with respect to the bankruptcy, insolvency, liquidation or winding up of any of the Vendors or JNMC. The Vendors and JNMC have each submitted all notices or returns of corporate information and other filings required by Law to be submitted by them to any Governmental Authority and have all the requisite corporate power, authority and capacity to own, lease and operate the Vendors' Clinics, to enter into this Agreement and any Transaction Documents, as applicable, to sell and transfer the legal and beneficial title and ownership of the Purchased Assets and otherwise carry out the terms of and perform their obligations pursuant to this Agreement and any Transaction Documents, as applicable, to the fullest extent. The Vendors have made all material filings and registrations under all applicable Laws necessary for the consummation of the Transaction and are duly qualified or licensed to carry on the operation of the Vendors' Clinics.

### **3.2 Authorization**

The execution and delivery by the Vendors and JNMC of this Agreement and any other Transaction Documents to which they are a party, the performance by each of them of their obligations hereunder and thereunder and the consummation by each of them of the transactions contemplated hereby and thereby have been, or will be at or prior to the Closing, duly authorized by all requisite corporate action on the part of the Vendors and JNMC.

### **3.3 Execution and Binding Obligation**

This Agreement and each of the Transaction Documents to which the Vendors and JNMC are a party have been duly executed and delivered by each of them and each constitutes a legal, valid and binding obligation of the Vendors and JNMC, enforceable against each of them in accordance with its terms, subject only to any limitation under applicable Laws relating to (a) bankruptcy, winding-up, insolvency, arrangement and other Laws of general application affecting the enforcement of creditors' rights; and (b) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

### **3.4 No Violation**

Other than as set forth in Sections 3.8 and 3.9 of the Disclosure Schedules and subject to obtaining the Wal-Mart Consent, the execution, delivery and performance by the Vendors and JNMC of this Agreement and the other Transaction Documents to which they are a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

- (a) constitute or result in a violation or breach of, or conflict with, cause the acceleration of any obligation of the Vendors or of JNMC or allow any other Person to exercise any rights under (i) any provision of the constating documents, shareholder agreements or resolutions of the board of directors (or any committee thereof) or shareholders of the Vendors or of JNMC; (ii) any provision of any contracts or instruments to which the Vendors, JNMC or their respective shareholders is a party or by which they are bound; (iii)

any judgment, decree, order or award of any Governmental Authority having jurisdiction over the Vendors or JNMC; or (iv) any applicable Law;

- (b) result in the creation, imposition or enforcement of any Encumbrance on or over the Purchased Assets or the Vendors' Clinics (except to the extent arising under this Agreement and any Permitted Encumbrances); or
- (c) terminate amend or modify, or give any party the right to terminate, amend, modify, abandon, cancel or refuse to perform any Contract with any of the Vendors or JNMC.

### **3.5 No Other Agreements to Purchase**

No Person has any written or oral agreement, option or right or privilege (whether legal, equitable, preemptive or contractual granted by the Vendors) capable of becoming such for the purchase from the Vendors of any of the Purchased Assets.

### **3.6 Title to Assets, Real Property, Assigned Leases and Assigned Licenses**

- (a) The Vendors are the legal and beneficial owners of the Purchased Assets.
- (b) The Vendors have good and marketable title, or a valid leasehold interest in, all personal property and other Assets reflected in the Financial Statements of the Vendors, or acquired after the Balance Sheet Date, other than assets sold or otherwise disposed of in the Ordinary Course since the Balance Sheet Date. All Purchased Assets (including leasehold interests) are free from all Encumbrances except for Permitted Encumbrances and those Encumbrances that will be discharged on or before Closing.
- (c) Section 3.6(c) of the Disclosure Schedules list all personal property owned by the Vendors or the Medspa Clinics with a fair market value of at least \$10,000 on an individual asset basis.
- (d) With respect to the Assigned Leases and License Agreements:
  - (i) Section 3.6(d)(i) of the Disclosure Schedules sets forth a complete list of the Assigned Leases, the License Agreements categorized into two groups of the Assigned Licenses and the Excluded Licenses, and the JNMC License Agreements, and in each case by reference to the Vendors or JNMC, other parties to the Assigned Leases, the License Agreements and the JNMC License Agreements, and descriptions thereof. Other than as set forth in Section 3.6(d) of the Disclosure Schedules, none of Assigned Leases, the License Agreements or the JNMC License Agreements have been amended, supplemented, assigned, subleased or otherwise modified by the Vendors or JNMC.
  - (ii) Except as disclosed in Section 3.6(d)(ii) of the Disclosure Schedules, there does not exist any pending, or to the Vendors' Knowledge, threatened condemnation action to enforce any land use that would reasonably be expected to materially impair the present use and/or operation of the Continued Clinics and, since the Balance Sheet Date, none of the locations covered by the Assigned Leases or Assigned Licenses has suffered any material damage by fire or other casualty.

- (iii) Section 3.6(d)(iii) of the Disclosure Schedules sets forth a complete list of the Leases and the License Agreements and subleases together with all amendments and restatements, renewals, extensions, supplements or modifications thereto.
  - (iv) Except as disclosed in Section 3.6(d)(iv) of the Disclosure Schedules, neither of the Vendors are a sublessor or grantor under any sublease, license, occupancy agreement or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of the Assigned Leases or Assigned Licenses, or any other leased or licensed Real Property.
  - (v) Except as disclosed in Section 3.6(d)(v) of the Disclosure Schedules, as of the date hereof, the Assigned Leases and Assigned Licenses together with all amendments and restatements, renewals, extensions, supplements or modifications are in good standing and in full force and effect and no material default has occurred (A) on the part of Vendors under the Assigned Leases or the Assigned Licenses; or (B) to the Vendors' Knowledge, on the part of a subtenant or sublicensee of the Vendors under the terms of its sublease or sublicense, if applicable (except in each case, any such default that has previously been cured).
  - (vi) Except as disclosed in Section 3.6(d)(v) of the Disclosure Schedules, to the Vendors' Knowledge, there is no existing condition which, but for the passage of time or the giving of notice, could result in (a) a material default by Vendors under the terms of the Assigned Leases and Assigned Licenses together with all amendments and restatements, renewals, extensions, supplements or modifications; or (b) material default by a subtenant or a sublicensee under the terms of its sublease or sublicense agreement, as applicable.
  - (vii) Except as disclosed in section 3.6(d)(vii), there is no material existing defect or condition affecting the Assigned Leases and Assigned Licenses that is materially impairing the current use of the premises in connection with the Continued Clinics.
- (e) There are no Contracts between Wal-Mart and its Affiliates, on the one hand, and any of the Vendors, the Medspa Clinics or JNMC, on the other, which relate to the Vendors' Clinics or the Business, other than the Wal-Mart Contracts listed in Schedule 3.6(e) of the Disclosure Schedule. Schedule 3.6(e) of the Disclosure Schedule accurately identifies all Wal-Mart Contracts under which any Wal-Mart Debt or Wal-Mart Security arise.

### **3.7 Condition of Assets**

All Purchased Assets which are tangible personal property are in good operating condition and repair for assets of similar age and quality and are adequate for the uses to which they are being put, and none of such furniture, fixtures, machinery, Equipment, Inventory and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of operations at the Continued Clinics after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Continued Clinics as currently conducted.

### **3.8 Consents**

Except as set forth in Section 3.8 of the Disclosure Schedules, there is no requirement for the Vendors or JNMC to make any filing with, give any notice to or obtain any consent, order, approval, authorization or other action of, or make any filing with or give any notice to any Governmental Authority or any other Person which has not been obtained prior to the Closing, as a condition to the lawful consummation of the transactions contemplated hereby or in any Transaction Document to which the Vendors or JNMCs are a party.

### **3.9 Contractual Consents**

- (a) Except as set forth in Section 3.9 of the Disclosure Schedule, there are no requirements under any Contract to which the Vendors or JNMC are a party to make any filing with, give any notice to, or to obtain the Consent or approval of, or waiver from, any other party thereto, relating to the transactions contemplated hereby.
- (b) All Contracts to which the Vendors are a party are valid and binding on the Vendors in accordance with their terms and are in full force and effect. To the Vendors' Knowledge, no party thereto is in breach of or default under in any material respect or has provided or received any notice of its intention to terminate any such Contract, except as set forth in Section 3.9(b) of the Disclosure Schedule. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any such Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loses of any benefit thereunder. Complete and correct copies of each such Contract have been made available to Purchaser.
- (c) Other than the Contracts included in the Purchased Assets, there are no other contracts or agreements held by the Vendors or any of the Vendors' Affiliates which are required to operate the Continued Clinics or which bind or affect the Purchased Assets.
- (d) None of the Contracts to which the Vendors or JNMC are a party:
  - (i) limit or purport to limit the ability of the Vendors to compete in any line of business or with any person in any geographic area or during any period of time; or
  - (ii) create a joint venture, partnership or similar business arrangement.

### **3.10 Intellectual Property**

- (a) Section 2.1(n) of the Disclosure Schedules lists all: (i) registered Intellectual Property owned by the Vendors with respect to the Vendors' Clinics (the "**Registered Owned IP**"); and (ii) Intellectual Property, including Software, that is not registered but that is material to the operations of the Vendors' Clinics, excluding off-the-shelf software or other commercially available software licensed on a non-exclusive basis with an annual license fee or replacement cost of less than \$25,000. To the knowledge of the Vendors, all required filings and fees related to Registered Owned IP have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all material Registered Owned IP is otherwise in good standing. The Vendors will make available to



the Purchaser, upon reasonable request, true and complete copies of all material non-public documents in their possession or control related to all registered Intellectual Property that is material to the Business, including file histories, certificates, examiner's reports, office actions, and material correspondence with any Governmental Authorities.

- (b) The Vendors are the sole and exclusive legal and beneficial owners of, and with respect to the material Registered Owned IP have the valid right to use, all other material Intellectual Property used in or necessary for the conduct of the Vendors' Clinics' current operations, in each case free and clear of Encumbrances.
- (c) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, Vendors' Clinics' right to own, use or hold for use any material Intellectual Property as owned, used or held for use in the conduct of the Vendors' Clinic's operations as currently conducted.
- (d) To the Vendors' Knowledge, except as set forth in Schedule 3.10(d), the conduct of the Vendors' Clinics as currently and formerly conducted, and the processes and services of Vendors, as currently and formerly conducted, have not materially infringed, misappropriated, diluted or otherwise violated the Intellectual Property or other rights of any Person. To the Vendors' Knowledge, no Person has materially infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any material Registered Owned IP.

### **3.11 Financial Statements**

- (a) Complete copies of Financial Statements have been delivered to the Purchaser. The Financial Statements have been prepared in accordance with the IFRS and applied on a consistent basis with past practice throughout the period involved. When delivered, the Month-End Financial Statements relating to the Vendors will be prepared and applied on a consistent basis throughout the period involved.
- (b) The Financial Statements: (i) are based on the Books and Records of the Vendors and their Affiliates; and (ii) in the case of the unconsolidated Financial Statements relating to the Vendors, fairly and accurately present in all material respects the Assets, Liabilities and financial position of the Vendors as of the respective dates they were prepared and the results of the operations of the Vendors for the periods covered thereby.
- (c) When delivered, the Month-End Financial Statements relating to the Vendors: (i) will be based on the Books and Records of the Vendors and their Affiliates; and (ii) will fairly and accurately present in all material respects the Assets, Liabilities and financial position of the Vendors as of the respective dates they were prepared and the results of the operations of the Vendors for the periods covered thereby.
- (d) The Vendors maintain a standard system of accounting established and administered in accordance with the IFRS.

### 3.12 Insurance

Section 3.12 of the Disclosure Schedule sets forth: (a) a true and complete list of all current policies, or binders of fire, liability, product liability, umbrella liability, real and personal property, workplace safety, vehicle, collision, fiduciary liability and other casualty and property insurance maintained by the Vendors, JNMC and the Vendors' Clinics, or relating to the Vendors' Clinics or the Purchased Assets (collectively, the "**Insurance Policies**"), copies of which have been provided in the Data Room; and (b) with respect to Vendors' Clinics, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for the Vendors and JNMC since February 1, 2022. There are no claims related to the Vendors' Clinics or the Purchased Assets pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. The Vendors and JNMC have not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if not yet due, accrued. All Insurance Policies: (i) are in full force and effect and enforceable in accordance with their terms; and (ii) have not been subject to any lapse in coverage. Neither the Vendors, JNMC or any of the Vendors' Clinics is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. True and complete copies of the Insurance Policies have been made available to the Purchaser.

### 3.13 Compliance with Laws

- (a) The Vendors and the Vendors' Clinics have complied in all material respects, and are now complying, with all material Laws applicable to them or to the Purchased Assets. All Permits required for the Vendors and the Vendors' Clinics to conduct their operations have been obtained by the Vendors and are valid and in full force and effect. Section 2.1(d) of the Disclosure Schedule lists all current permits issued to the Vendors or the Vendors' Clinics, including the names of the Permits and their respective dates. To the Vendors' Knowledge, the Vendors' Clinics' physicians have complied and are now complying, with each of the *Regulated Health Professions Act* (Ontario), 1991, S.O. 1991, c. 18, the *Health Insurance Act* (Ontario), S.O. 1990, c. 6 and the *Medicine Act*, 1991 (Ontario), S.O. 1991, c. 30 and any regulations promulgated thereunder, and any equivalent legislation in the province where the applicable Vendors' Clinic is located.
- (b) To the Vendors' Knowledge, all health care professionals employed or engaged to provide health care services in or to the Vendors' Clinics are licensed to perform health care services by the applicable Governmental Authority with oversight of such services, and have not performed any health care service outside of their professional scope of practice and (i) to the Vendors' Knowledge, there have been no complaints or inquiries made to the Ministry of Health or the College or any other Governmental Authorities relating to Vendors' Clinics; and (ii) to the Vendors' Knowledge, there have not been any disciplinary actions taken or sanctions made, or to Vendors' Knowledge, any investigations conducted, against any such health care professionals by the Ministry of Health, the College or any other Governmental Authority while working in the Vendors' Clinics.

### **3.14 Environmental Matters**

- (a) The Vendors' Clinics and the Vendors are in compliance with all applicable Environmental Laws; including all requirements relating to the discharge and handling of Hazardous Substances and are not the subject of any Remedial Order.
- (b) The Vendors' Clinics have not released any Hazardous Substances at, on or under any part of the locations covered by the Assigned Leases or the Assigned Licenses, and to the Vendors' Knowledge, there are no Hazardous Substances present within the area bounded by the ceiling, walls and floor of any building on any leased or licensed real property (and excluding anything outside these boundaries), in each case except as would not reasonably be expected to result in a material Liability under any Environmental Law.
- (c) The Vendors are not aware of and do not reasonably anticipate, as of the Closing Date, any condition, event or circumstance concerning the release or regulation of Hazardous Substances that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Purchased Assets, the Vendors' Clinics or their operations as currently carried out.

### **3.15 Taxes**

- (a) Except as set forth in Section 3.15 of the Disclosure Schedule, each Vendor has duly and timely filed their Tax Returns with the appropriate Governmental Authority and has duly, completely and correctly reported all income and other amounts and information required to be reported thereon so as to prevent the creation of any valid Encumbrances of any nature on the Purchased Assets relating to Taxes or Tax Returns. There are no outstanding liabilities for Taxes payable, collectible or required to be remitted by the Vendors, whether assessed or not, which may result in an Encumbrance on or other claim against, or seizure of, all or any part of the Purchased Assets or that would result in Purchaser becoming liable or responsible for such Taxes, and no event has occurred that, with the passage of time or the giving of notice, or both, could reasonably be expected to result in an Encumbrance for Taxes on any of the Purchased Assets, nor, to Vendors' Knowledge, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable). The Vendors have withheld and have duly and timely remitted, or shall duly and timely remit, to the appropriate Governmental Authority all Taxes required by Law to be withheld or deducted.
- (b) The Vendors are not non-residents of Canada within the meaning of the Tax Act and JN Medical is liable to Tax under an effective income tax rate greater than 22.5%.
- (c) The Vendors are duly registered for purposes of the *Excise Tax Act* (Canada) and their registration numbers are as follows:
  - (i) JN Functional [registration number redacted]
  - (ii) JN Medical [registration number redacted]

- (d) The Vendors have not made any elections or designations for purposes of any Law relating to Taxes that would affect the Vendors' Clinics or any of the Purchased Assets after the Closing Date.
- (e) The Purchased Assets constitute all or substantially all of the property that can reasonably be regarded as being necessary for the Purchaser to be capable of carrying on the Business.

### **3.16 Inventory**

All Inventory used or held for use in the business of the Vendors (excluding the Medspa Clinics and the Excluded Medspa Assets) (the "**Vendor Inventory**") is owned by the Vendors free and clear of all Encumbrances, except for Permitted Encumbrances and Encumbrances that will be discharged on or before Closing, and no Vendor Inventory is held on a consignment basis. The quantities of each item of Vendor Inventory (whether raw materials, work-in process or finished goods) are not excessive but are reasonable in the present circumstances of the Vendors.

### **3.17 Employees**

[Employee-related information redacted]

### **3.18 Conduct of Vendors' Clinics in the Ordinary Course**

Except as disclosed in Section 3.18 of the Disclosure Schedules, or as otherwise reasonably required to implement the terms of this Agreement, since the Balance Sheet Date the operations of the Vendors and the Vendors' Clinics have been carried on in the Ordinary Course and without limiting the generality of the foregoing, the Vendors have not:

- (a) disposed of any interest in any assets with a book value in excess of \$10,000, except for the purchase or disposition of materials and supplies in the Ordinary Course;
- (b) made any capital expenditure or committed to make any capital expenditure which individually or in the aggregate exceeds \$25,000 or entered into any contract for the purchase of materials, supplies, equipment, services or otherwise respecting such capital expenditures involving in the case of such contracts, in the aggregate, more than \$10,000 per annum;
- (c) entered into any contract, agreement or arrangement with any Related Party other than renewals or extensions of any existing contract, agreement or arrangement in the Ordinary Course;
- (d) made any loan (or forgiveness of any loan) or advance to any Person, or assumed, guaranteed or otherwise became liable with respect to the Liabilities of any Person that are not released before or in connection with the transactions contemplated by this Agreement, except in the Ordinary Course;
- (e) paid or authorized any bonus, profit sharing, distribution or similar payment of any kind, or increased or authorized any increase in any form of compensation payable to any employee, officer or consultant thereof in excess of \$10,000 per person per year for an individual employee, officer or consultant, or in the aggregate totaling more than \$25,000 in any fiscal year, except pursuant to the terms of any existing and unamended employment agreement, Benefit Plan or consulting contract as disclosed in Section 3.18 of the Disclosure Schedules or in the Ordinary Course;
- (f) entered into or amended any retention or change of control agreement, contract or commitment for the benefit of any of its directors, officers or employees;

- (g) increased the benefits to which the employees of Vendors are entitled or otherwise amended any Benefit Plans except in the Ordinary Course, or created or adopted any new Benefit Plans;
- (h) suffered any damage, destruction or loss, not covered by insurance, of any of the Purchased Assets having a fair market value in excess of \$10,000;
- (i) made any capital investment, or any loan to, any other Person;
- (j) cancelled or forgiven any material debt or claim or waived any right to payment thereof, other than in the Ordinary Course;
- (k) [Employee-related information redacted]
- (l) changed any accounting policies in any material respect or changed its fiscal year end;
- (m) changed any cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible accounts, accrual of Accounts Receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;
- (n) purchased, leased or otherwise acquired the right to own, use or lease any Purchased Assets for an amount in excess of \$10,000, individually (in the case of a lease, per annum) or \$25,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the Ordinary Course;
- (o) filed any amended Tax Return or received any assessment or reassessment of Taxes or taken any action or omitted to take any action which in any such case would have the effect of increasing any material liability for Taxes after Closing;
- (p) written off as uncollectible any Account Receivable which individually or in the aggregate, is in excess of \$10,000;
- (q) compromised or settled any material litigation, proceeding or other action by a Governmental Authority or other third party related to the Purchased Assets;
- (r) cancelled or reduced any of its insurance coverage; or
- (s) cancelled, amended, modified or otherwise replaced any Permit or Contract other than renewals or extensions of such Permit or Contract in the Ordinary Course.

### **3.19 Books and Records**

The Books and Records of the Continued Clinics, all of which have been made available to Purchaser, are complete and correct and have been maintained in accordance with sound business practices.

### **3.20 Legal Proceedings; Governmental Orders**

- (a) Except as set forth in Section 3.20(a) of the Disclosure Schedules, there are no Actions pending or to the Knowledge of the Vendors threatened: (i) against or by Vendors, affecting any of the Purchased Assets (or by or against the Vendors or any Affiliate thereof and relating Vendors' Clinics); (ii) against or by the Vendors or any Affiliates of the Vendors that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Vendors' Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.
- (b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting Vendors or any of the Vendors Clinics or the Purchased Assets.

### **3.21 Material Adverse Effect**

There has not been (i) any event which could reasonably be expected to have a Material Adverse Effect on the operation of the Vendors' Clinics; (ii) any transfer, assignment, sale or other disposition of any of the Purchased Assets, except for the use of the Inventory in the Ordinary Course of practice; or (iii) material damage, destruction or loss to any of the Purchased Assets.

### **3.22 Continued Operation**

The Assets described in Section 2.1 properly reflect all the Vendors' Assets in the Vendors' Clinics and no item is missing or has been excluded, other than the Excluded Assets, or is owned by an Affiliate of the Vendors which is not a party to this Agreement, which would be required to allow the Purchaser to immediately continue the operations of the clinic at the Continued Clinics and associated medical practices in a manner consistent with past practice.

### **3.23 Compliance with Laws; Permits**

- (a) The Vendors have complied in all material respects, and are now complying in all material respects, with all Laws applicable to the Vendors, the Vendors' Clinics or the Purchased Assets.
- (b) No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 3.23(b) of the Disclosure Schedules. Except for such Permits, the Vendors are not required to obtain or maintain any other material Permit to own, lease, develop or operate its assets or the Vendors' Clinics as presently conducted in compliance with applicable Laws. The Vendors are, and at all times since the date of issuance of each such Permit, have been, in material compliance with all of the terms and requirements of each such Permit. No event has occurred or circumstance exists that may (with or without notice or lapse of time) (i) constitute or result directly or indirectly in a material violation of or a material failure to comply with any term or requirement of any Permit which could reasonably be expected to result in the imposition of a fine or other penalty against the Vendors in respect of such material violation or material failure to comply or (ii) result in the revocation, withdrawal, suspension, cancellation or termination, of, or any modification to, any such Permit.



- (c) The Vendors, Vendors' Clinics, and, to the Knowledge of the Vendors, each of their respective Independent Contractors and employees have complied, and are now complying, with each of the *Health Professions Act* (Ontario), *Medical Profession Act* (Ontario), or their equivalents under the applicable Law of the Province in which each Vendor Clinic is located, and any associated regulations promulgated thereunder, and are complying with the standards of practice of the College applicable to each Vendor Clinic.

### **3.24 Data Protection**

Except as set forth in Section 3.24 of the Disclosure Schedules:

- (a) The Vendors have complied in all material respects with the requirements of all applicable Privacy Laws.
- (b) All Personal Information, including Patient Information within the Vendors' electronic medical records was collected and is used and disclosed by the Vendors for reasonable and legitimate purposes in accordance with applicable Law and Vendors' privacy policies. All patient consents for the collection, use and disclosure of Patient Information were obtained.
- (c) All Personal Information, including Patient Information, of the Vendors' Clinics are stored digitally, and no physical copies, records or files are stored at any of the Vendor's Clinics or within storage.
- (d) JN Functional is the "organization", as the term is defined in the *Personal Information Protection Act* (BC), with custody of all Personal Information, including Patient Information, collected, used, disclosed, or maintained at the Vendors' Clinics in British Columbia.
- (e) JN Functional is the custodian, as the term is defined in the *Personal Health Information Protection Act* (Ontario), of all Patient Information collected, used, disclosed or maintained at the Vendors' Clinics in Ontario.
- (f) Other than the Vendors' Contracts with an electronic medical record service provider and other service providers as part of the Ordinary Course of business for the Vendors' Clinics, the Vendors have not entered into any agreement permitting a third-party access to any Personal Information or Patient Information.
- (g) The Vendors are the custodians of all Patient Information collected, used, disclosed or maintained at the Vendors' Clinics.
- (h) The Vendors have not entered into any agreement providing for the processing or disclosure of Personal Information or Patient Information.
- (i) To the Knowledge of the Vendors, there are no current or unresolved requests for access to Personal Information by an individual, nor are the Vendors or their independent contractors the subject of a complaint, audit, review, investigation or inquiry or similar proceeding by a Governmental Authority, or a complaint or inquiry by an individual, made under any Privacy Law.

- (j) To the Knowledge of the Vendors, no Governmental Order has been issued, nor any recommendations made, by any privacy commissioner or other data protection Governmental Authority, in respect of Vendors or their authorized agents or independent contractors, in respect of Personal Information held by or on behalf of the Vendors or of any privacy practices or procedures of Vendors or of their independent contractors.
- (k) The Vendors have not been charged with or convicted of an offence for non-compliance with or breach of any Privacy Law, nor have the Vendors been fined or otherwise sentenced for non-compliance with or breach of any Privacy Law, nor have the Vendors settled any prosecution short of conviction for non-compliance with or breach of any Privacy Law.
- (l) The Vendors have not received any written notice of any Governmental Order or commencement of proceedings of any nature, or to the Knowledge of the Vendors, experienced any search and seizure related to non-compliance with any Privacy Law.
- (m) To the Vendors' Knowledge, there are no facts or circumstances that could give rise to material breach or alleged material breach of, or material non-compliance with, any Privacy Law at the Vendors' Clinics.
- (n) The Vendors have a privacy policy regarding the collection, use and disclosure of personal information in connection with the operation of the Vendors' Clinics and are and have been in compliance in all material respects with such privacy policy. True and complete copies of all privacy policies that have been used by the Vendors are disclosed in Section 3.24 of the Disclosure Schedules. The Vendors have posted a privacy policy in a clear and conspicuous location on all websites owned or operated by either of them.
- (o) The Vendors have established and implemented reasonable programs and procedures that are consistent with applicable industry practice, including administrative, technical and physical safeguards, to protect the confidentiality, integrity and security of Personal Information and confidential information in its possession, custody or control against unauthorized access, use, modification, disclosure or destruction.
- (p) To the Vendors' Knowledge, the Vendors' Clinics have not experienced any loss, damage, or unauthorized access, disclosure, use or breach of security of any Personal Information in the Vendors' possession, custody or control, or otherwise held or processed on their behalf.

### **3.25 Brokers**

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Vendors or any of their Affiliates.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER AND WELL**

The Purchaser makes the following representations and warranties as at the date of this Agreement as follows and acknowledges that the Vendors are relying on such representations and warranties in entering

into this Agreement, selling the Purchased Assets and in otherwise completing the transactions contemplated hereby.

#### **4.1 Corporate Status and Authorization of the Purchaser**

Each of WELL and the Purchaser is a corporation incorporated and validly existing under the Laws of British Columbia and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. Each of WELL and the Purchaser has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority. Each of WELL and the Purchaser has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of WELL and the Purchaser of this Agreement and any other Transaction Document to which it is a party, the performance by it of its obligations hereunder and thereunder and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on its part. This Agreement has been duly executed and delivered by each of WELL and the Purchaser, and (assuming due authorization, execution and delivery by the Vendors) this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms. When each Transaction Document to which each of WELL and the Purchaser is or will be a party has been duly executed and delivered by it (assuming due authorization, execution and delivery by the Vendors), such Transaction Document will constitute a legal, valid and binding obligation of it enforceable against it in accordance with its terms.

#### **4.2 Regulatory Approval**

The execution and delivery of this Agreement by each of WELL and the Purchaser, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement do not require any approval or other action by or in respect of, or filing with, or notification to, any Governmental Authority by WELL or the Purchaser or any of their respective Affiliates other than customary filings with the Securities Regulatory Authority and the TSX.

#### **4.3 No Conflicts; Consents**

The execution, delivery and performance by each of WELL and the Purchaser of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, unanimous shareholder agreements or other constating documents of WELL or the Purchaser; or (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to either WELL or the Purchaser.

#### **4.4 Brokers**

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of WELL or the Purchaser.

#### **4.5 Legal Proceedings**

There are no Actions pending or, to the Purchaser's Knowledge, threatened against or by WELL or the Purchaser or any their respective Affiliates that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

#### **4.6 Reporting Issuer (WELL)**

WELL is a "reporting issuer" in all provinces and territories of Canada within the meaning of the Applicable Securities Laws and is not in default of any material requirement of Applicable Securities Laws.

### **ARTICLE 5 COVENANTS**

#### **5.1 Conduct of Business**

Except as otherwise contemplated or permitted by this Agreement, or as agreed to in writing by the Purchaser, during the period from the date of this Agreement to the Closing or the day upon which this Agreement is terminated, whichever is earlier, the Vendors shall operate the Vendors' Clinics and the Business in the Ordinary Course, and, without limiting the generality of the foregoing, each Vendor shall, and shall cause each of the Vendors' Clinics to:

- (a) preserve and maintain all of its required Permits;
- (b) pay its debts, Taxes and other obligations when due;
- (c) maintain the Purchased Assets in the same condition as they were on the date hereof, subject to reasonable wear and tear;
- (d) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;
- (e) maintain its rights in the Corporate IP;
- (f) not transfer, assign or grant any licence or sublicense of any material rights under or with respect to any Corporate IP, except in the Ordinary Course;
- (g) perform all of its obligations under all Contracts or other contracts relating to or affecting the Purchased Assets, the Vendors' Clinics or its assets, business and operations;
- (h) maintain their Books and Records in accordance with past practice;
- (i) not pay any bonus, special dividend or other payment or reward to its directors or officers;
- (j) not enter into any Contract, except in the Ordinary Course, that would constitute a Vendor Contract;

- (k) provide the Month-End Financial Statements to the Purchaser;
- (l) if any Consent is necessary to preserve any right under a Contract to which any of them is a party, or is required to assign a Vendor Contract to the Purchaser, they shall use commercially reasonable efforts to obtain such consent, approval or authorization as required;
- (m) not solicit or enter into negotiations with any other party about a possible Acquisition Proposal with respect to the Purchased Assets or the Vendors' Clinics;
- (n) inform the Purchaser of any facts, circumstances, events or situations which could reasonably be expected to have a Material Adverse Effect on the Vendors' Clinics or the Purchased Assets;
- (o) subject to the Purchaser's compliance with the terms of this Agreement, be solely responsible for any Severance Obligation owed to any Employee which does not accept an offer of employment by the Purchaser;
- (p) excluding any Severance Obligations relating to any Employee, be solely responsible for the satisfaction of all claims brought by or in respect of current or former employees or representatives which relate to events occurring on or before the Closing Date, including any workers compensation claims;
- (q) refrain from planning, announcing, implementing or effecting any reduction in force, lay-off, transfer, early retirement program, Severance Obligation or other program (other than routine employee terminations for cause under applicable Law);
- (r) unless required by applicable Law or with the consent of the Purchaser make any public announcements in respect of this Agreement or the transactions contemplated by it;
- (s) not make any loans, advances or capital contributions or guarantee a loan or grant any other form of financial assistance or benefit to Related Party or any other Person;
- (t) not (A) make, change or revoke, any Tax election, or file or cause to be filed an amended Tax Return unless required by Law or (B) make any change in any Tax or accounting methods or policies or systems of internal accounting controls, except to conform to changes in Laws related to Taxes or accounting requirements;
- (u) refrain from disparaging the commercial, business or financial reputation of the Vendors;
- (v) other than as required by applicable Law, not grant any severance or termination pay to any director, officer or manager or any other employee;
- (w) comply in all material respects with all applicable Laws; and
- (x) otherwise conduct the Business and the affairs of the Vendors such that the representations and warranties in Section 3.18 remain true and accurate in all material respects.

## 5.2 Non-Competition; Non-Solicitation

Subject to Section 5.2(d), during the period commencing on the Closing Date and terminating on the fifth (5<sup>th</sup>) anniversary of the Closing Date (the “**Restricted Period**”):

- (a) the Vendors and the Vendors’ Affiliates shall not, directly or indirectly, without the prior consent of the Purchaser (i) engage in or assist others in engaging in the business of establishing or operating medical clinics, including primary care clinics, within Canada (the “**Restricted Jurisdictions**”); (ii) have any interest in any Person whose business is substantially similar to the Business within the Restricted Jurisdictions, including as a partner, shareholder, employee, principal, agent, trustee or consultant; (iii) acquire any Person who engages in, or intends to engage in a business substantially similar to the Business in the Restricted Jurisdictions, or (iv) intentionally interfere in any material respect with the business relationships (whether formed before or after the date of this Agreement) of the Purchaser and its Affiliates in the Restricted Jurisdictions.
- (b) the Vendors and the Vendors’ Affiliates will not, directly or indirectly, in any manner, within the Restricted Jurisdictions, solicit, entice, attempt to persuade any other employee or consultant of the Purchaser or its Affiliates to leave the Purchaser or its Affiliates for any reason or otherwise participate in or hire or facilitate the hire, directly or through another entity, of any person who is employed or engaged by the Purchaser or its Affiliates or who was employed or engaged by the Purchaser or its Affiliates; provided that nothing in this Section shall prohibit the Vendors or their Affiliates from:
  - (i) making general solicitation advertisements that are not targeted at any employee or consultant of the Purchaser or its Affiliates;
  - (ii) hiring any employee or consultant with whom the Vendors are currently in discussions;
  - (iii) hiring any employee or consultant who approaches the Vendors or its Affiliates directly without any breach of this non-solicitation obligation; or
  - (iv) hiring any employee or consultant whose employment shall have been terminated by the Purchaser at least twelve (12) months prior to any attempt to solicit or hire such person.
- (c) The Vendors acknowledge and agree that if such party violates any of the provisions of this Section, the running of the Restricted Period with respect to such party will be extended by the time during which such party engages in such violation(s). The Vendors understand that the restrictions set forth in this Section are intended to preserve the value of the Purchased Assets, and the business undertaken by the Purchaser following the Closing Date and to protect the interest of the Purchaser and its Affiliates in their confidential information, goodwill and established employee, customer, supplier, consultant and other relationships and goodwill, and agree that such restrictions are reasonable and appropriate for this purpose. The Vendors also acknowledge and agree that absent such party’s agreement to and compliance with the restrictions set forth in this Section, the Purchaser would not have entered into this Agreement.

- (d) Notwithstanding any provision of this Section 5.2, JNMC, the Vendors and any other Affiliate of JNMC may together own up to 5% in aggregate of the publicly traded voting or non-voting securities of any Person which engages in, or is otherwise affiliated with, a business which is the same as, or substantially similar to, or competes with the business undertaken by the Purchaser or business of the Continued Clinics following the Closing Date and with which JNMC, the Vendors and any other Affiliate of JNMC have no other connection whatsoever.
- (e) The Parties hereto intend that the conditions set forth in Section 56.4(7) of the Tax Act have been satisfied such that section 56.4(5) of the Tax Act applies to any “restrictive covenants” (as defined in section 56.4(1) of the Tax Act) granted by the Vendors under this Agreement with respect to the Continued Clinics (collectively, the “**Restrictive Covenants**”). Accordingly, the parties hereto acknowledge and agree that: (i) no proceeds shall be received or receivable by the Vendors for granting the Restrictive Covenants; and (ii) the Restrictive Covenants are integral to this Agreement and have been granted to maintain or preserve the fair market value of the Purchased Assets. In furtherance of the foregoing, the Purchaser agrees to co-operate with the Vendors and to execute the requisite tax election should the Vendors elect to take advantage of and prepare and file such an election.

### 5.3 Non-Disparagement

No Party shall, for a period of ten (10) years commencing on the Closing Date, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, or as principal, agent, director, officer, employee, consultant or shareholder, defame or actively disparage the commercial, business or financial reputation of the other Parties or their Affiliates, any of their products or services, or any of their respective shareholders, employees, officers or directors.

### 5.4 Confidentiality

From and after the Closing

- (a) the Vendors shall hold, and shall use their commercially reasonable efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Vendors’ Continued Clinics; and
- (b) the Purchaser shall hold, and shall use its commercially reasonable efforts to cause its Representatives to hold in confidence, any and all information, whether written or oral, concerning the Excluded Clinics and the Vendor’s clinics and operations in Mexico through JN Mexico, including [additional detail redacted];

except to the extent that either Party can show that such information: (i) is generally available to and known by the public through no fault of the receiving Party, any of its Affiliates or Representatives; or (ii) is lawfully acquired by such Party or any of their Affiliates or Representatives, from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party or any of their Affiliates or Representatives are compelled to disclose any information which they would otherwise be required to keep confidential under this Agreement by judicial or administrative process or by other requirements of Law, such Party shall promptly notify the other Party in writing and



shall disclose only that portion of such information that such Party is advised by their counsel in writing is legally required to be disclosed; *provided that* the Parties shall use their commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. For the avoidance of any doubt, receipt of any information by any Person a result of or reasonably related to the negotiation and consummation of this Agreement shall be deemed not to satisfy either (i) or (ii) above.

## **5.5 Books and Records**

- (a) To facilitate the resolution of any claims made against or incurred by the Vendors before the Closing, or for any other reasonable purpose, for a period of seven years after the Closing, the Purchaser shall:
  - (i) retain the Books and Records (including personnel files) of the Continued Clinics relating to periods before the Closing in a manner reasonably consistent with the prior practices of the Continued Clinics; and
  - (ii) upon reasonable notice, afford the Representatives of the Vendors reasonable access (including the right to make, at the Vendors' expense, photocopies), during normal business hours, to the Books and Records.
- (b) To facilitate the resolution of any claims made by or against or incurred by the Purchaser after the Closing, or for any other reasonable purpose, for a period of seven years after the Closing, the Vendors shall:
  - (i) retain the Books and Records (including personnel files) of the Vendors which relate to the Vendors' Clinics and its operations for periods before the Closing; and
  - (ii) upon reasonable notice, afford the Representatives of the Purchaser reasonable access (including the right to make, at the Purchaser's expense, photocopies), during normal business hours, to the Books and Records.
- (c) Neither the Purchaser nor the Vendors shall be obligated to provide the other Party with access to any Books and Records (including personnel files) under this Section 5.5 where such access would violate any Law.

## **5.6 Covenants of the Vendors and JNMC**

- (a) The Vendors and JNMC will use commercially reasonable efforts both before and after the Closing Date to make, give or obtain all Consents that are required in connection with the transactions contemplated by this Agreement, and the Purchaser will reasonably cooperate in connection therewith.
- (b) If any Consent, approval or authorization necessary to preserve any right or benefit under any Contract is not obtained before the Closing, the Vendors and JNMC shall, after the Closing, use commercially reasonable efforts to co-operate with the Purchaser in attempting to obtain such consent, approval or authorization as promptly thereafter as practicable.

- (c) From and after the Closing, if the Vendors, JNMC or any of their Affiliates receives or collects any funds relating to any Accounts Receivable or any other Asset or the Vendors' Clinics relating to periods after the Closing Date, the Vendors, JNMC or their Affiliates shall remit such funds to the Purchaser within five (5) Business Days after its receipt thereof.
- (d) The Vendors shall work with the Purchaser to update all bank accounts, billing numbers and other payee information with public and private agencies to ensure that the Purchaser is identified as the payee for all services provided at the Continued Clinics and such amounts are deposited into accounts of its choosing.
- (e) On or prior to the Closing Date, the Vendors and JNMC shall, if requested by the Purchaser, cooperate in good faith with the Purchaser to wind-down the Excluded Clinics and to take such other steps as may be reasonably requested by the Purchaser to reduce the working capital requirements of the Vendors' business during the period prior to the Closing Date.

## **5.7 Cyber Review**

During the period commencing on the date hereof and ending on the Closing Date, the Vendors shall permit the Purchaser to access the servers and systems of the Vendors in order to conduct cyber security, technology architecture, technology infrastructure, source code, object code and privacy due diligence ("**Data Security Assessment**"). The Parties will mutually determine a list of material cyber security, systems, and privacy measures to be completed, acting reasonably. The Vendors will cause the Vendors' Clinics to implement any such material cyber security, systems, and privacy measures prior to the Closing Date.

## **5.8 Transition Services Agreement**

*[Intentionally omitted.]*

## **5.9 Covenants of the Purchaser**

The Purchaser covenants to the Vendors that:

- (a) It shall operate the Continued Clinics in accordance with any applicable Law, and applicable professional and regulatory requirements (as more particularly described in Article 11);
- (b) It shall extend offers of employment to all Transferring Employees, conditional on completion of the transactions contemplated by this Agreement (as more particularly described in Article 7), and
- (c) not later than five Business Days following the termination of the ROFO Agreement (as defined herein), the Purchaser shall and shall cause its Affiliates and consultants to return or destroy any and all copies of all due diligence materials or reports derived therefrom related to (directly or indirectly) the Excluded Clinics and JN Mexico including [additional detail redacted]

## **5.10 Payments Received After Closing**

- (a) Any payments received within 90 days after the Closing Date by the Continued Clinics on account of Patient Receivables with respect to the services provided by such Continued Clinic prior to the Closing Date ("**Patient Payments for Pre-Closing Services**") shall, subject to any withholding requirements, be caused by the Purchaser to be paid as follows:
  - (i) to the applicable physician in accordance with such Physician's Physician Agreement; and
  - (ii) the balance shall be paid to JN Functional in accordance with Section 5.10(b).
- (b) At the end of such 90-day period after the Closing Date, the Purchaser shall deliver a report setting out all of the Patient Payments for Pre-Closing Services received within 90 days after the Closing Date and the amounts paid to the Physicians in accordance with Section 5.10(a)(i), and shall pay the balance of the Patient Payments for Pre-Closing Services to JN Functional in one (1) lump sum payment.
- (c) Any amounts received by the Continued Clinics after such 90-day period shall first be paid to the applicable physician in accordance with such physician's Physician Agreement and the balance shall be retained by the Purchaser.

## **5.11 Additional Signing Deliveries**

To the extent not included in the Disclosure Schedules, the Vendors shall provide to the Purchaser, within 10 Business Days following the date of this Agreement:

- (a) Management prepared financial statements, including a consolidated balance sheet and P&L for the license business and each of the following clinics: [names of clinics redacted].
- (b) An A/R listing per clinic as of September 30, 2024.
- (c) A PPE listing per clinic as of September 30, 2024.
- (d) A listing per clinic of the Purchased Assets relating to that clinic (e.g. inventory, equipment, intellectual property, etc.).

## **ARTICLE 6**

### **SHAREHOLDER MEETING**

#### **6.1 Conduct of the Shareholder Meeting**

- (a) JNMC will, as promptly as reasonably practicable, call a meeting of its shareholders (the **"Shareholder Meeting"**) in accordance with its constituting documents and applicable Law, to be held no later than November 29, 2024, to consider and approve this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, and to obtain any other Consents that may be required from its shareholders in connection with such matters (the **"Shareholder Meeting Approvals"**). JNMC will not adjourn, postpone or cancel such Shareholder Meeting without the prior written consent of the Purchaser, except (i) as required for quorum purposes (in which case the meeting will be adjourned and not cancelled); or (ii) as required by Law or a Governmental Authority.
- (b) JNMC will not submit for consideration at the Shareholder Meeting any business other than the Shareholder Meeting Approvals without the Purchaser's prior written consent, such consent not to be unreasonably withheld or delayed.
- (c) Subject to compliance with their fiduciary duties, the board of directors of JNMC shall use its commercially reasonable efforts to solicit proxies in favour of the Shareholder Meeting Approvals and against any resolution submitted by any Person that is inconsistent with the Shareholder Meeting Approvals and the completion of the transactions contemplated by this Agreement, including, if so reasonably requested by the Purchaser, using established proxy solicitation services firms.
- (d) JNMC will promptly provide the Purchaser with copies of or access to information regarding the Shareholder Meeting generated by JNMC's transfer agent or any proxy solicitation services firm retained by JNMC.
- (e) JNMC will consult with the Purchaser in fixing the date of the Shareholder Meeting and the record date for the Shareholder Meeting, give notice to the Purchaser of the Shareholder Meeting and allow the Purchaser and its Representatives and outside legal counsel to attend the Shareholder Meeting.
- (f) JNMC will promptly advise the Purchaser, at such times as the Purchaser may reasonably request, and on a daily basis on each of the last ten Business Days prior to the date of the Shareholder Meeting, as to the aggregate tally of proxies received by JNMC in respect of the Shareholder Meeting Approvals and any other business to be brought before the Shareholder Meeting.
- (g) JNMC will promptly advise the Purchaser of any communication received from or claims brought by any Person in opposition to the Shareholder Meeting Approvals, any written notice of dissent or purported exercise of dissent rights received by JNMC and, subject to applicable Law, provide the Purchaser with an opportunity to participate in any discussions, negotiations or proceedings with or including any such Persons.

## 6.2

### Management Information Circular

- (a) JNMC will, as promptly as reasonably practicable, prepare and complete, in consultation with the Purchaser, a management information circular (the “**Information Circular**”), together with any other documents required by Law in connection with the Shareholder Meeting and the Shareholder Meeting Approvals and shall, as promptly as reasonably practicable, cause the Information Circular and such other documents to be filed with the TSX-V, the Securities Authorities and any other applicable Governmental Authority and sent to each shareholder of JNMC and all such other Persons as are required by applicable Law.
- (b) JNMC will ensure that the Information Circular complies in all material respects with applicable Law, does not contain any misrepresentations (other than with respect to information that is furnished by or on behalf of the Purchaser for inclusion in the Information Circular) and provides the shareholders of JNMC with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Shareholder Meeting. Without limiting the generality of the foregoing, the Information Circular shall include:
  - (i) A statement that the special committee of JNMC has unanimously recommended that the board of directors of JNMC approve this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby.
  - (ii) A statement that the board of directors of JNMC, after receiving the recommendation of the special committee and advice from its outside legal counsel unanimously recommends that the shareholders of JNMC vote in favour of the Shareholder Meeting Approvals.
- (c) The Purchaser will provide JNMC with all necessary information concerning the Purchaser and WELL that is required by Law to be included in the Information Circular and ensure that such information does not contain a misrepresentation concerning the Purchaser or WELL.
- (d) JNMC will allow the Purchaser and its outside legal counsel a reasonable opportunity to review and comment on drafts of the Information Circular and other related documents and shall give reasonable consideration to any comments made by the Purchaser and its outside legal counsel and agrees that all information relating solely to the Purchaser or WELL that is included in the Information Circular shall be in form and content satisfactory to the Purchaser, acting reasonably.
- (e) Each of the Parties shall promptly notify the other Parties if it becomes aware that the Information Circular contains a misrepresentation or otherwise requires an amendment or supplement and the Parties shall cooperate in the preparation of any amendment or supplement that may be required or appropriate.

**ARTICLE 7**  
**EMPLOYMENT MATTERS**

**7.1 Transferring Employees**

- (a) [employee-related information redacted]
- (b) [employee-related information redacted]

- (c) The Vendors shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health, accident or disability benefits brought by or in respect of current or former Employees or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring before the Closing Date. The Vendors shall also remain solely responsible for all claims under the *Workers' Compensation Act* (Ontario), or other similar legislation in other Provinces that is applicable to the Employees of the Vendors, of any current or former Employees that relate to events occurring before the Closing Date. The Vendors shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due on or before the Closing Date.

## **ARTICLE 8**

### **CONDITIONS TO CLOSING**

#### **8.1 Conditions of All Parties**

The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or before the Closing Date of each of the following, unless such condition is otherwise waived by all of the Parties:

- (a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law, and there shall not have been commenced, pending or, to the Vendors' Knowledge, threatened against the Vendors, with respect to the Vendors' Clinics that could reasonably be expected to have the effect of preventing or making illegal or that would enjoin, restrict or prohibit the consummation of the transactions contemplated by this Agreement.
- (b) There shall not be in effect on the Closing Date any Laws or Action restraining, enjoining, or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement.
- (c) There shall not be pending threatened on the Closing Date any Action or any other action in, before or by any Governmental Authority or any other Person (including a Party hereto) which could reasonably be expected to result in the issuance of any order, or the enactment, promulgation or deemed applicability to the Purchaser, the Vendors, the Purchased Assets, the Vendors' Clinics or its business, operations or assets, or any transaction contemplated by this Agreement or any of the Transaction Documents, to restrain or prohibit the completion of the transactions contemplated by this Agreement.
- (d) The TSX-V will have granted any Consent or other required approval for the sale and disposition of the Purchased Assets on the terms set out in this Agreement, as well as approval of the transactions contemplated in this Agreement, and any terms and conditions which the TSX-V may impose in connection with such matters will have been satisfied.
- (e) JNMC will have obtained the Shareholder Meeting Approvals.

If any of the conditions in this Section 8.1 have not been fulfilled by the Closing Date as a result of a third-party and not the action/inaction of the Vendors or the Purchaser or WELL themselves, any Party which is not directly or indirectly responsible for the failure of such condition to be satisfied may terminate this Agreement by notice in writing to the other Parties, in which event all such Parties shall be released from all of their obligations under this Agreement. Notwithstanding the foregoing, any Party may waive compliance with any condition in whole or in part if they see fit to do so, without prejudice to its rights of termination in the event of non-fulfillment of any other condition, in whole or in part, to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

## 8.2 Conditions for the benefit of the Purchaser

The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Purchaser's waiver, in its sole discretion, at or before the Closing, of each of the following conditions:

- (a) **Truth and Accuracy of Representations and Warranties.** The representations and warranties of the Vendors set forth in this Agreement will be true and correct in all material respects (or in all respects in the case of representations and warranties that are already qualified by materiality) at the Closing Time except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and other than representations and warranties that speak of a specific date or time (in which case such representations and warranties shall be true and correct in all respects on and as of such date or time).
- (b) **Performance of Covenants and Conditions.** The Vendors shall have performed and complied in all material respects with each obligation, agreement, covenant and condition on their part, respectively, required to be performed or complied with by them under this Agreement, or any other Transaction Document delivered to the Purchaser at or prior to the Closing. The Vendors shall have delivered to the Purchaser at the Closing a certificate, duly executed by a senior officer of such Party acceptable to the Purchaser, acting reasonably, to such effect.
- (c) **Transfer of Assets.** The Vendors shall have delivered to the Purchaser all deeds, bills of sale, conveyances, transfers, assignments, notices, instruments and other documents which are necessary to assign, sell and transfer the Continued Clinics and the Purchased Assets to the Purchaser as contemplated by this Agreement.
- (d) **Authorizations, Consents and Approvals.** All Governmental Authorizations, actions, orders and Consents of, or declarations or filings with, or expirations or terminations of waiting periods imposed by any Governmental Authority or other Person necessary to effect the transactions contemplated by this Agreement or any other agreement or document contemplated by this Agreement, shall have occurred, been filed or obtained, as the case may be. For greater certainty, the foregoing includes any Consents required under any Contracts, Assigned Leases and Assigned Licenses.
- (e) **Encumbrances and Indebtedness.** At the Closing Date, there shall be no Encumbrances against the Purchased Assets, except for Permitted Encumbrances.
- (f) **Data Security Assessment.** The Purchaser shall have been satisfied that there are no concerns in respect of Continued Clinics' data security and/or privacy practices, which shall be reviewed by the Purchaser as part of the Data Security Assessment review. All required upgrades and recommendations resulting from such review pursuant to Section 5.7 will have been implemented.
- (g) **Wal-Mart Consent.** Wal-Mart and its Affiliates will have provided their consent to the Vendors and the Purchaser for:
  - (i) the disposition of the Purchased Assets; and



- (ii) the release and discharge of the Wal-Mart Security as against the Purchased Assets.
- (h) **Wal-Mart Contract Amendments.** Wal-Mart and the Purchaser will have entered into amendments to each Wal-Mart Contract, or new Contracts between them, relating to the Business and the operations of the Continued Clinics from and after the Closing Date, on terms mutually agreeable to each of them.
- (i) **No Material Adverse Effect.** From the date of this Agreement, there shall not have occurred any Material Adverse Effect on the Vendors, the Purchased Assets or the Vendors' Clinics.
- (j) **Assignment of JNMC License Agreements.** JNMC shall have assigned the JNMC License Agreements to the Vendors on or prior to the Closing Date.
- (k) **Receipt of Closing Deliverables.** The Vendors will have delivered or caused to be delivered to the Purchaser the following, each in form and substance satisfactory to the Purchaser acting reasonably:
  - (i) directors' resolutions from the Vendors and the parent of the Vendors approving this Agreement and the transactions contemplated hereby;
  - (ii) shareholder resolutions of JNMC, approving this Agreement and the transactions contemplated hereby;
  - (iii) copies of all filings, notifications, authorizations or consents described in Section 3.8 of the Disclosure Schedule;
  - (iv) for each Vendor, certified copies of the (A) constating documents or other applicable organizational documents of such Vendor (as applicable), and (B) all resolutions of the directors of such Vendor, required to approve the Agreement and the Transaction Documents to which such Vendor (as applicable) is a party;
  - (v) [employee-related information redacted];
  - (vi) [physician-related information redacted];
  - (vii) an agreement, on terms mutually acceptable to the Parties and duly executed by the Vendors and JNMC (the "**ROFO Agreement**") granting WELL and/or the Purchaser a right of first offer on the shares, assets and/or business of JN Mexico, exercisable within three (3) years after the Closing Date;
  - (viii) a bill of sale and general conveyance transferring the tangible Purchased Assets to the Purchaser in a form mutually agreed to by the Parties acting reasonably (the "**General Conveyance Agreement**"), duly executed by the Vendors;

- (ix) an assignment and assumption agreement, effecting the assignment to and assumption by the Purchaser of the intangible Purchased Assets in a form mutually agreed to by the Parties acting reasonably (the “**Assignment and Assumption Agreement**”), duly executed by the Vendors;
- (x) a trademark assignment agreement transferring the Registered Owned IP to the Purchaser in a form mutually agreed to by the Parties acting reasonably transferring, duly executed by the Vendors;
- (xi) assignment and novation agreements for each of the Assigned Leases and Contracts where consent is required;
- (xii) a Tax election required by Section 2.6 and 6.2(e), duly executed by the Vendors;
- (xiii) all other Transaction Documents, duly executed by the Vendors;
- (xiv) the deliverables listed in Section 5.11, updated through to the Closing Date;
- (xv) a certificate of good standing (or equivalent) issued by the appropriate Governmental Authority in respect of each of the Vendors and WELL certified within two (2) Business Days of the Closing Date; and
- (xvi) the certificates contemplated in Section 8.2(a) and Section 8.2(b) dated the Closing Date, that (i) each of the representations and warranties as set out in Article 3 are true and correct in all respects on and as of the date hereof and on and as of the Closing Date; and (ii) all covenants and conditions required by this Agreement have been performed or complied with by the Closing Date (the “**Vendors’ Closing Certificate**”).

If any of the conditions in this Section 8.2 have not been fulfilled by Closing, the Purchaser may terminate this Agreement by notice in writing to the Vendors, in which event the Purchaser is released from all of its obligations under this Agreement. Notwithstanding the foregoing, the Purchaser may waive compliance with any condition in whole or in part if it sees fit to do so, without prejudice to its rights of termination in the event of non-fulfillment of any other condition, in whole or in part, to its rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

### **8.3 Conditions for the benefit of the Vendors**

The obligations of the Vendors to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Vendors’ waiver, in their sole discretion, at or before the Closing, of each of the following conditions:

- (a) **Truth and Accuracy of Representations and Warranties.** The representations and warranties of the Purchaser set forth in this Agreement will be true and correct in all material respects (or in all respects in the case of representations and warranties that are already qualified by materiality) at the Closing Time except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and other than representations and

warranties that speak of a specific date or time (in which case such representations and warranties shall be true and correct in all respects on and as of such date or time).

- (b) **Performance of Covenants and Conditions.** Each of the Purchaser and WELL shall have performed and complied in all material respects with each obligation, agreement, covenant and condition on its part required to be performed or complied with by it under this Agreement, or any other agreement or document delivered to the Vendors at or prior to the Closing.
- (c) **Receipt of Closing Deliverables.** The Purchaser will have delivered or caused to be delivered to the Vendors, the following in form and substance satisfactory to the Vendors or in the form attached to this Agreement, as applicable:
  - (i) the General Conveyance Agreement, duly executed by the Purchaser;
  - (ii) the Assignment and Assumption Agreement, duly executed by the Purchaser;
  - (iii) a Tax election required by Section 2.6, duly executed by the Purchaser;
  - (iv) all other Transaction Documents;
  - (v) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to the Purchaser, as may be required to give effect to this Agreement;
  - (vi) the Closing Payment in accordance with Section 2.5(b);
  - (vii) a certificate of a senior officer of each of the Purchaser and WELL confirming to the Vendors to the officer's knowledge after due inquiry and without personal liability, evidencing the satisfaction of each of the conditions in Section 5.9(c), 8.3(a) and Section 8.3(b); and
  - (viii) a certificate of good standing (or equivalent) issued by the appropriate Governmental Authority in respect of each of the Purchaser, certified within two (2) Business Days of the Closing Date.
- (d) **Wal-Mart Inducement.** The Vendors shall have obtained the Wal-Mart Release and each of JN Mexico and Wal-Mart shall have entered into the JN Mexico Profit Share Agreement to be effective on the Closing Date.

If any of the foregoing conditions in this Section 8.3 have not been fulfilled by Closing, the Vendors may terminate this Agreement by notice in writing to the Purchaser, in which event the Vendors are released from all of their obligations under this Agreement. Notwithstanding the foregoing, the Vendors may waive compliance with any condition in whole or in part if they see fit to do so, without prejudice to (1) their rights of termination in the event of non-fulfillment of any other condition, in whole or in part, and (2) their rights to recover damages for the breach of any representation, warranty, covenant or condition contained in this Agreement.

## **ARTICLE 9**

### **SURVIVAL AND INDEMNIFICATION**

#### **9.1 Survival**

Subject to the limitations and other provisions of this Agreement, the representations and warranties set out herein shall survive the Closing and shall remain in full force and effect for a period of 12 months after the Closing Date; except that:

- (a) the Fundamental Representations of the Vendors and the Fundamental Representations of the Purchaser shall survive and continue in full force and effect without limitation of time;
- (b) the representations and warranties in Section 3.15 (*Taxes*) shall survive and continue in full force and effect until six (6) months after the expiration of the period during which any Tax assessment or reassessment may be issued by any Governmental Authority in respect of any taxation year ended on or prior to the Closing Date or in respect of that portion of such period ending on or including the Closing Date (which date shall not be extended by any waiver given by Vendors after the Closing Date without the consent of the Vendors, such consent not to be unreasonably withheld); and
- (c) any representation or warranty involving fraud, fraudulent misrepresentation given by that Party, intentional or gross fault or wilful misconduct, shall survive and continue in full force and effect without limitation of time.

All covenants and agreements of the Parties set out herein shall survive the Closing for the benefit of the Vendors and the Purchaser, as the case may be, for the period of such covenants and agreements, subject only to applicable limitation periods imposed by applicable Law.

#### **9.2 Indemnification by Vendors**

Subject to the other terms and conditions of this Section 9.2, the Vendors shall indemnify and defend each of the Purchaser and its Affiliates and their respective Representatives (collectively, the “**Purchaser Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Vendors contained in this Agreement or in any Transaction Document, other than those contained in Section 3.15 (*Taxes*);
- (b) any inaccuracy in or breach of any of the representations or warranties of the Vendors contained in Section 3.15 (*Taxes*) and all Taxes payable by Vendors in respect of any taxation year ending on or prior to the Effective Time or in respect of that portion of such period ending on or prior to the Effective Time;
- (c) any Excluded Assets or Excluded Liabilities;

- (d) [litigation information redacted]
- (e) any claim or Liability, including any tax claim or Liability, arising from the Vendors' Clinics or the Employees (excluding any Severance Obligations) arising on or before the Closing Date;
- (f) any claim or liability arising from the failure of the Vendors to deliver any pre-paid services, or alternatively to return any pre-payments for services not delivered, to the Patients of the Medspa Clinics; or
- (g) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Vendors under this Agreement or any Transaction Document.

### 9.3 Indemnification by Purchaser

Subject to the other terms and conditions of this Section 9.3, the Purchaser shall indemnify and defend the Vendors and their Affiliates and their respective Representatives (collectively, the **"Vendors Indemnitees"**) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Vendors Indemnitees based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Purchaser contained in this Agreement or in any Transaction Document; or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchaser under this Agreement or in any Transaction Document.

### 9.4 Limitation of Losses

The indemnifications provided for in Sections 9.2 and 9.3 shall be subject to the following limitations:

- (a) The Vendors shall not be liable to the Purchaser Indemnitees for indemnification under Section 9.2(a) until the aggregate amount of all Losses in respect of indemnification under Section 9.2(a) exceeds 0.5% of the Purchase Price in the aggregate (the **"Basket"**), in which event the Vendors shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which the Vendors shall be liable under Section 9.2(a) shall not exceed 50% of the Purchase Price payable by the Purchaser to the Vendors.
- (b) The Purchaser shall not be liable to the Vendors Indemnitees for indemnification under Section 9.3(a) until the aggregate amount of all Losses in respect of indemnification under Section 9.3(a) exceeds the Basket, in which event the Purchaser shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which the Purchaser shall be liable under Section 9.3(a) shall not exceed 50% of the Purchase Price paid by the Purchaser to the Vendors (except for the obligation to pay the Purchase Price in accordance with this Agreement).

- (c) Notwithstanding the foregoing, the minimum value of any indemnification claim, and the associated limitations set forth in Section 9.4(a) and Section 9.4(b) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representations of the Vendors, any Tax liability of the Vendors arising before the Effective Time, any Fundamental Representations of the Purchaser, or any Losses arising from fraud, fraudulent misrepresentation, intentional or gross fault or wilful misconduct.
- (d) For purposes of this Section 9.4, any inaccuracy in or breach of any representation or warranty, or the calculation of any resulting Loss, shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.
- (e) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.
- (f) With respect to any Loss suffered by an Indemnified Party, no liability shall attach to the Indemnifying Party to the extent that the same Loss has been recovered by the Indemnified Party under any other provision of this Agreement and, accordingly, the Indemnified Party may only recover once in respect of the same Loss. Notwithstanding the foregoing, to the extent any Loss is recoverable under a provision which excludes such Loss from the limitations set forth in Sections 9.4(a) or 9.4(b), but is also recoverable under another provision which is subject to the limitations set forth in Sections 8.4(a) or 8.4(b), the Indemnified Party shall have the right to seek recovery under the provision which is not subject to the limitations set forth in Sections 9.4(a) or 9.4(b) (but may only recover once).

## 9.5 Indemnification Procedures

The Party making a claim under this Article 9 is referred to as the “**Indemnified Party**”, and the Party against whom such claims are asserted under this Article 9 is referred to as the “**Indemnifying Party**”.

- (a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing (a “**Third Party Claim**”) against such Indemnified Party with respect to which the Indemnifying Party is or may be obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, include copies of all material written evidence thereof and indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the

right to participate in, or by giving written notice to the Indemnified Party, to assume the defence of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defence; *provided that*, if the Indemnifying Party is the Vendors, such Indemnifying Party shall not have the right to defend or direct the defence of any such Third Party Claim that seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defence of any Third Party Claim, subject to Section 9.5(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counter-claims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defence at its own expense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party; *provided that*, if in the reasonable opinion of counsel to the Indemnified Party, (a) there are legal defences available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party, or (b) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement or fails to diligently prosecute the defence of such Third Party Claim, the Indemnified Party may, subject to Section 9.5(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Vendors and the Purchaser shall cooperate with each other in all reasonable respects in connection with the defence of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending Party, management employees of the non-defending Party as may be reasonably necessary for the preparation of the defence of such Third Party Claim.

- (b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 9.5(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume the defence of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defence

under Section 9.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

- (c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a “**Direct Claim**”) shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party’s investigation by giving such information and assistance (including reasonable access to the Vendors’ Clinic’s premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such thirty (30) day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

## **9.6 Payments**

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable by a court of competent jurisdiction, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The Parties agree that, if the Indemnifying Party does not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to 5%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding. Furthermore, the Parties expressly agree that the Purchaser may set off compensation of all amounts to which it is entitled pursuant to a claim for indemnification made under Article 9 or any other amount owed by the Purchaser to Vendors. For greater certainty, if set off and compensation as provided herein is insufficient to fully pay the indemnity payment, then the Vendors must fully pay any missing portion of such indemnity payment to the Purchaser.

## **9.7 Tax Treatment of Indemnification Payments**

All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.



## **ARTICLE 10 TERMINATION**

### **10.1 Termination**

This Agreement may be terminated and the transactions contemplated hereby may be abandoned, at any time prior to Closing:

- (a) by mutual consent of the Purchaser and the Vendors;
- (b) by either the Vendors, on the one hand, or the Purchaser, on the other hand, if the Closing shall not have occurred by the Outside Date, provided that the right to terminate this Agreement under this Section 10.1(b) shall not be available to the Party whose failure to fulfil any obligation under this Agreement shall be the cause of the failure of the Closing to occur on or before such date;
- (c) by either the Vendors, on the one hand, or the Purchaser, on the other hand, if there has been a breach of any covenant or a breach of any representation or warranty of the Purchaser or the Vendors, respectively, in any material respect, which breach could cause the failure of any condition precedent set forth in Article 8 in favour of the non-breaching Party, provided that any such breach of a covenant or representation or warranty has not been cured within ten (10) Business Days following receipt by the breaching Party of written notice of such breach; and
- (d) by either the Vendors, on the one hand, or the Purchaser, on the other hand, if there shall be any Law or Governmental Authority that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or if any order of any Governmental Authority prohibiting such transactions is entered and such order shall become final and non-appealable.

### **10.2 Effect of Termination**

If this Agreement is terminated pursuant to Section 10.1 by the Purchaser, on the one hand, or the Vendors on the other hand, written notice thereof shall be given to the other Party (or Parties, as applicable) specifying the provision of Section 10.1 pursuant to which such termination is made, and this Agreement shall be terminated and there shall be no liability hereunder on the part of the Purchaser or the Vendors except that the provisions of Section 5.4, Section 10.2, and Article 9 and Article 12 shall survive any termination of this Agreement. Nothing in this Section 10.2 shall relieve any Party of liability for any breach of this Agreement.

## **ARTICLE 11 PATIENT INFORMATION**

### **11.1 Patient Information**

On the Closing Date, as between the Parties, the right, title, interest and custody of all Patient Information stored within the Continued Clinics' electronic medical record and for which one of the Vendors is the

custodian will be transferred and assigned to the Purchaser and the Purchaser will become the custodian of such Patient Information.

## **11.2 Purchaser Obligations**

The Purchaser agrees to:

- (a) comply with any and all applicable Law, and applicable professional and regulatory requirements and codes of practice in relation to the collection, use, disclosure, storage, security and destruction of Patient Information;
- (b) collect, use and disclose Patient Information only to the extent necessary to provide the services associated with the Continued Clinics;
- (c) implement and maintain appropriate physical, technical and organizational security measures to protect Patient Information against unauthorized access, collection, use, disclosure, loss or theft; and
- (d) not collect, use or disclose any Patient Information in such a way or manner that will cause the Purchaser to violate, breach or infringe its obligations and duties under applicable Law or its obligations with Patients.

## **ARTICLE 12 MISCELLANEOUS MATTERS**

### **12.1 Expenses**

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses.

### **12.2 Notices**

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 12.2):

**If to the Vendors or JNMC:**

**JACK NATHAN MEDICAL CORP.**  
6150 Highway 7, Suite #491, Woodbridge  
Ontario, L4H 0R6

Attention: [redacted - personal information]

Email: [redacted - personal information]

**If to the Purchaser or WELL:**

**WELL HEALTH TECHNOLOGIES CORP.**

Suite 550 – 375 Water Street

Vancouver, B.C. V6B 5C6

Attention: [redacted - personal information]

Email: [redacted - personal information]

Copy: [redacted - personal information]

**12.3 Time of the Essence**

Time is of the essence in this Agreement.

**12.4 Announcements**

No Party will make any press release, public statement or announcement or other public disclosure with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other Parties (which consent shall not be unreasonably withheld or delayed); provided that any Party may make any public disclosure it believes in good faith is required by Law or any listing agreement or under any rules, regulations of applicable security commissions or any stock exchange or automated quotation system on which its or an Affiliate's publicly-traded securities are listed. To the extent any Party intends to make a public disclosure in accordance with the proviso in the previous sentence, such Party shall consult with the other Parties prior to making any such disclosure and provide the other Parties with a reasonable opportunity to provide input on such public disclosure.

**12.5 Entire Agreement**

This Agreement, and all documents contemplated by or delivered under this Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, with respect to the subject matter hereof.

**12.6 Severability**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.

## **12.7 Interpretation**

For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) words importing the singular include the plural and vice versa, and (d) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

## **12.8 Headings**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

## **12.9 Disclosure Schedules Generally**

The Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to sections of this Agreement. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever (including any violation of Law or breach of contract) or shall confer or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right. The Disclosure Schedules are qualified in their entirety by reference to the specific provisions of this Agreement and the representations, warranties and agreements to which the disclosures pertain and are not intended to constitute, and shall not be construed (a) to constitute, any separate representation, warranty or agreement of Vendors, or as broadening or expanding the representations, warranties or agreements of Vendors contained in this Agreement; (b) as an admission of any liability or obligation of the Vendors; (c) as an admission that the information is material; or (d) an expansion of the scope of effect of any of the representations, warranties, and covenants set out in this Agreement. Any matter disclosed in any section or subsection of the Disclosure Schedules shall be deemed disclosed only for the purposes of, and shall qualify, each representation and warranty in the section or subsection of this Agreement with the corresponding number. To the extent that a disclosure in the Disclosure Schedules makes reference to or describes all or any part of a contract or other document, or any license, order or applicable Law, such reference or description is qualified in its entirety by the terms and provisions of such contract or other document, license, order or applicable Law. The Disclosure Schedules and all information contained therein are confidential and are subject to the terms of Section 5.4 (*Confidentiality*). The headings and table of contents contained in the Disclosure Schedules are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in the Disclosure Schedules. Any information disclosed in the Disclosure Schedules

under any section number shall be deemed to be disclosed and incorporated in the Disclosure Schedules under any other section that is reasonably similar to the section under which such information is disclosed.

#### **12.10 Further Assurances**

Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

#### **12.11 Successors and Assigns**

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign its rights or obligations hereunder without the prior written consent of all of the other Parties, which consent shall not be unreasonably withheld or delayed; provided that, the Purchaser may, without the prior written consent of the Vendors, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries, and provided further that the Purchaser shall remain liable for all of its obligations hereunder. No assignment shall relieve the assigning Party of any of its obligations hereunder.

#### **12.12 No Third Party Beneficiaries**

Except as provided herein, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

#### **12.13 Amendment and Modification; Waiver**

This Agreement may only be amended, supplemented or otherwise modified by an agreement in writing signed by the Purchaser and the Vendors. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

#### **12.14 Non-Merger**

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties contained in this Agreement will not merge on and will survive the Closing.

#### **12.15 Governing Law; Forum**

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein (excluding any conflict of laws rule or principle, foreign or domestic, which might refer such interpretation to the laws of another jurisdiction). The Parties

hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of British Columbia and elect domicile in the City of Vancouver with respect to any matter relating to the execution or construction of this Agreement or the exercise of any right or the enforcement of any obligation arising hereunder (excluding any conflict of forum rule or principle, foreign or domestic, which might refer such matter to the courts of another jurisdiction). Notwithstanding the foregoing, nothing contained in this Section 12.15 shall limit the right of the Parties to bring enforcement proceedings in another jurisdiction in connection with a Canadian judgment.

**12.16                      Specific Performance**

The Parties agree that irreparable damage would occur if any provisions of Section 5.2, 5.3 or 5.4 of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

**12.17                      Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature page follows]*

**IN WITNESS WHEREOF** the Parties have executed this Agreement effective as of the Effective Date.

**WELL HEALTH TECHNOLOGIES CORP.**

(signed) *"Hamed Shahbazi"*

\_\_\_\_\_  
Name: Hamed Shahbazi  
Title: Chief Executive Officer

**1506177 B.C. LTD**

(signed) *"Eva Fong"*

\_\_\_\_\_  
Name: Eva Fong  
Title: Director

**JACK NATHAN MEDICAL INC.**

\_\_\_\_\_  
Name:  
Title:

**JACK NATHAN FUNCTIONAL HEALTH INC.**

\_\_\_\_\_  
Name:  
Title:

**JACK NATHAN MEDICAL CORP.**

\_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** the Parties have executed this Agreement effective as of the Effective Date.

**WELL HEALTH TECHNOLOGIES CORP.**

---

Name: Hamed Shahbazi  
Title: Chief Executive Officer

**1506177 B.C. LTD**

---

Name:  
Title:

**JACK NATHAN MEDICAL INC.**

(signed) *"Michael Marchelletta"*

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Name: Michael Marchelletta  
Title: Executive Vice Chairman

**JACK NATHAN FUNCTIONAL HEALTH INC.**

(signed) *"Michael Marchelletta"*

---

Name: Michael Marchelletta  
Title: Executive Vice Chairman

**JACK NATHAN MEDICAL CORP.**

(signed) *"Michael Marchelletta"*

---

Name: Michael Marchelletta  
Title: Executive Vice Chairman



**Redacted the Disclosure Schedules, which include details regarding assets (including contracts) being sold and being excluded from sale, and employee and physician-related information.**