Execution Version

ASSET PURCHASE AGREEMENT

by and among

MVC TECHNOLOGIES USA INC.,

CB2 INSIGHTS INC.,

MEDEVAL CLINIC LLC

and

WILLIAM TYLER STONE, D.O.

April 9, 2019

TABLE OF CONTENTS

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into as of April 9, 2019 by and among MedEval Clinic LLC, a Colorado limited liability company (the "Seller"), William Tyler Stone, D.O., an individual resident of Colorado and sole equityholder of the Seller (the "Equityholder"), MVC Technologies USA Inc., a Delaware corporation ("Buyer") and CB2 Insights Inc., a corporation incorporated under the federal laws of Canada and sole stockholder of the Buyer ("Parent"). Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in Section 9.11 of this Agreement.

WHEREAS, the Equityholder owns 100% of the issued and outstanding equity interests of Seller;

WHEREAS, Seller operates medical marijuana evaluation clinics in Colorado and Arizona (the "Medical Practice") and provides certain administrative and consulting services to the Medical Practice (the "Business");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, certain of the non-medical assets of Seller used in the operation of, or related to, the Business; and

WHEREAS, as a condition to the Closing, Seller and Buyer will enter into an Administrative Services Agreement in the form set forth in Exhibit A (the "Administrative Services Agreement"), Buyer and William Tyler Stone will enter into a Medical Advisory Agreement in the form set forth in Exhibit B (the "Medical Advisory Agreement") and Buyer and William Tyler Stone will enter into a Succession Agreement in the form set forth in Exhibit C (the "Succession Agreement").

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Article 1. Assets and Liabilities

1.1 Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller and the Equityholder hereby agree to sell, assign and transfer to Buyer, and Buyer agrees to purchase and acquire from Seller and the Equityholder, free and clear of any Liens, all of Seller's right, title and interest in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill and intellectual property), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use, in connection with the Business (collectively, the "Purchased Assets"), including the following:

(a) all physical assets of (i) Seller and (ii) the Business, in each case, such as computers, monitors, docking stations, tape drives, copiers, servers, modems and routers, telephones, desks, chairs and other supplies, furniture and appliances;

(b) all real property lease agreements related to the Business (the "Assumed Leases");

(c) all books, records and other documents and information relating to the Purchased Assets;

(d) all Intellectual Property Rights licensed to Seller by a third party and used or held for use by Seller in the Business as presently conducted or proposed to be conducted (the "Licensed-In Intellectual Property Rights");

(e) all Intellectual Property Rights owned by Seller and used or held for use by Seller in connection with the Business or necessary for the conduct of the Business as presently conducted or proposed to be conducted (the "Owned Intellectual Property Assets");

(f) all Contracts (i) to which Seller is a party, (ii) by which any of the Purchased Assets is bound, or (iii) under which Seller has or may acquire any rights or benefits, in each case, excluding the Excluded Contracts (the "Acquired Contracts");

(g) 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);

(h) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(i) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities; and

(j) all other assets currently located at (i) the business premises described in the Assumed Leases, or (ii) used by or otherwise held for use or owned by Seller in connection with the operation of the Business, excluding the Excluded Assets.

1.2 Excluded Assets. Notwithstanding anything to the contrary in Section 1.1 or elsewhere in this Agreement, the Purchased Assets shall not include the following assets (collectively, the "Excluded Assets"):

(a) all assets that must be owned or held by a professional entity as a matter of applicable Law, including any (i) Contracts with payors or health care providers (the "Excluded Contracts"), (ii) certain Permits, (iii) medical equipment that requires a Permit to own and operate, and (iv) medical records;

(b) Seller's cash, cash equivalents and bank account balances;

(c) all accounts or notes receivable, and any security, claim, remedy or other right related to any of the foregoing, in each case, to the extent arising from the conduct of the Business prior to Closing;

(d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the legal organization of Seller; and

(e) personal items owned by the Equityholder or employed physicians.

1.3 Assumed Liabilities. Buyer agrees to assume and to pay and perform only the liabilities, obligations or commitments in respect of the Assumed Leases and other Acquired Contracts acquired by Buyer, but only to the extent that such liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business, are not past due according to the terms thereof and in the past practice of the Business, and do not relate to any failure to perform, improper

performance, warranty or other breach, default or violation by Seller on or prior to the Closing (collectively, the "Assumed Liabilities").

1.4 Excluded Liabilities. Other than as set forth in Section 1.3, Buyer shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Buyer of, any liabilities, obligations or undertakings of Seller of any nature whatsoever, whether accrued, absolute, fixed or contingent, known or unknown, due or to become due, unliquidated or otherwise (collectively, the "Excluded Liabilities"). For the avoidance of doubt, Excluded Liabilities shall include any and all liabilities for Taxes (i) of Sellers, (ii) relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period ending on or before the Closing Date or allocable to the portion of any Straddle Period ending on the Closing Date pursuant to Section 9.1; (iii) that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of Sellers pursuant to Section 5.9(c); or (iv) of any Person of any kind or description that becomes a liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of Contract or Law in connection with the transactions contemplated hereby. Equityholder shall be solely responsible for, and hereby assumes, all Excluded Liabilities.

Article 2. Closing; Purchase Price

2.1 Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Dorsey & Whitney LLP, Suite 1500, 50 South Sixth Street, Minneapolis, Minnesota 55402 at 9:00 a.m. local time on April 9, 2019, or at such other time and place as the parties mutually agree in writing. Such date is herein referred to as the "Closing Date".

2.2 Purchase Price. The total purchase price payable for the Purchased Assets shall be USD $150,000 in cash (the "Initial Cash Payment") and an aggregate of 450,000 common shares of Parent with an aggregate deemed value of USD $225,000 (the "Consideration Shares" and together with the Initial Cash Payment, the "Purchase Price"), plus the assumption of the Assumed Liabilities. In addition to the Purchase Price, additional consideration for the Purchased Assets may be payable pursuant to Section 2.6.

2.3 Allocation of Purchase Price. Buyer and the Equityholder shall allocate the Purchase Price and Assumed Liabilities among the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), as set forth on Exhibit D (the "Allocation Schedule"). The Seller and Buyer shall cooperate in the preparation of and execute any elections and agreements that may be necessary or desirable under the Code or any other applicable tax legislation to give effect to the allocations described in this Section 2.3, and the Seller and Buyer shall prepare and file their respective Tax Returns in a manner consistent with those allocations, elections and agreements. Buyer and the Equityholder shall report, act and file all Tax Returns in all respects and for all purposes consistent with the Allocation Schedule, and no party shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the Allocation Schedule unless required to do so by applicable Law. Buyer shall prepare for filing all of the Tax Returns that may be required with respect to the transactions contemplated under this Agreement. The Equityholder shall provide information that may be required by Buyer for the purpose of preparing such Tax Returns, execute and file such Tax Returns as requested by Buyer and file all other returns and tax information on a basis that is consistent with such Tax Returns prepared by Buyer. If the Purchase Price is adjusted pursuant to Section 2.6 or Article 8, the Allocation Schedule shall be adjusted as mutually agreed by Buyer and the Equityholder to reflect such adjustments to the consideration paid pursuant to this Agreement.

2.4 Payments at Closing.

(a) At the Closing, Buyer shall pay to the Equityholder an aggregate amount equal to the Initial Cash Payment minus the sum of (i) the Closing Indebtedness, and (ii) the Equityholder's Transaction Expenses (the "Closing Payment") by wire transfer of immediately available funds, which shall be paid to the account that the Equityholder specifies at least than three (3) days prior to the Closing Date, and Parent shall issue and deliver the Consideration Shares to the Equityholder (or such other Person as the Equityholder may direct).

(b) At the Closing, Buyer shall pay (or cause to be paid) by wire transfer of immediately available funds, the Closing Indebtedness, if any, in accordance with the payoff letters provided by the Equityholder with respect to such Closing Indebtedness at least three (3) Business Days prior to the Closing Date.

(c) At the Closing, Buyer shall pay (or cause to be paid) the Transaction Expenses by wire transfer of immediately available funds to such account or accounts specified by the Equityholder not less than three (3) days prior to the Closing Date.

2.5 Closing Schedule. At least three (3) Business Days prior to the anticipated Closing Date, the Equityholder shall prepare and deliver to Buyer (a) a Schedule in the format specified on Exhibit E (the "Closing Schedule") which shall set forth: (i) the Closing Indebtedness, (ii) the Equityholder's Transaction Expenses and (iii) the amount and calculation of the Initial Cash Payment based on the foregoing amounts, and (b) a certificate executed by the Equityholder certifying the accuracy and completeness of each of the foregoing. If the Closing Date is postponed for any reason, then the foregoing obligations shall again apply with respect to such postponed Closing Date.

2.6 Contingent Earn-Out Payments.

(a) Buyer shall pay the following additional amounts to the Equityholder, if any, upon completion of the milestones set forth below (such amounts, if any, collectively, the "Earn-Out Payments"):

(i) Upon completion of 2,500 patient certifications by appropriately licensed physicians employed by Seller using their independent medical judgment within six (6) months after the Closing Date, Parent will issue USD $50,000 of common shares of Parent ("Parent Shares") valued at the greater of USD $0.50/share and the 30-day volume weighted average price of Parent Shares at the date of issuance;

(ii) (ii) Upon completion of 5,000 patient certifications by appropriately licensed physicians employed by Seller using their independent medical judgment within twelve (12) months after the Closing Date, Parent will issue USD $70,000 of Parent Shares valued at the greater of USD $0.50/share and the 30-day volume weighted average price of Parent Shares at the date of issuance;

(iii) Upon completion of 7,000 patient certifications by appropriately licensed physicians employed by Seller using their independent medical judgment within twelve (12) months after the Closing Date, Parent will issue USD $70,000 of common shares of Parent Shares valued at the greater of USD $0.50/share and the 30-day volume weighted average price of Parent Shares at the date of issuance; and

(iv) Upon completion of 10,000 patient certifications by appropriately licensed physicians employed by Seller using their independent medical judgment within twelve (12) months after the Closing Date, Parent will issue USD $50,000 of common shares of Parent Shares

valued at the greater of USD $0.50/share and the 30-day volume weighted average price of Parent Shares at the date of issuance.

(b) The parties acknowledge that, after the Closing, (i) all decisions and efforts with respect to the operation and conduct of the Business shall be in Seller's sole discretion without any express or implied warranty or covenant of any kind to Buyer, Parent, the Equityholder or any other Person, (ii) there can be no assurance that the milestones required for any of the Earn-Out Payments will be achieved, and (iii) neither Buyer nor the Business owe any fiduciary duty to Seller or the Equityholder; but rather, the parties intend the express provisions of this Agreement, including the duties of Buyer to the Equityholder to make the Earn-Out Payments as set forth in this Section 2.6, to govern their contractual relationship.

2.7 Parent Shares. The Equityholder acknowledges and agrees that all issuances of Parent Shares hereunder will be subject to a minimum hold period of four (4) months plus one (1) day from the date of issuance.

Article 3. Representations and Warranties of Seller and the Equityholder

Seller and the Equityholder hereby jointly and severally represent and warrant to Buyer and acknowledge that the Buyer is relying on those representations and warranties in entering into this Agreement and completing the transactions contemplated by it that, except as otherwise disclosed to Buyer in the disclosure schedule delivered to Buyer on the date hereof (the "Disclosure Schedule"):

3.1 Organization; Authorization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado and has all requisite power and authority to own the Purchased Assets, to carry on the Business and to enter into and perform its commitments under this Agreement and the other agreements and documents to be executed by Seller and/or the Equityholder pursuant to this Agreement (the "Transaction Documents"). The execution, delivery and performance of the Transaction Documents by Seller have been authorized by all necessary and proper action of the Equityholder and the managers of Seller, are within its powers, and no other proceedings on the part of Seller or the Equityholder are necessary to authorize the execution, delivery or performance of the Transaction Documents. Each Transaction Document to which Seller or the Equityholder is a party has been duly executed and delivered by it and constitutes the legal, valid and binding obligations of Seller and the Equityholder, as applicable, which are, or will be, enforceable against Seller and the Equityholder, as applicable, in accordance with their respective terms.

3.2 Capitalization; Subsidiaries. The Equityholder is, and will be on the Closing Date, the recorded and beneficial owner and holder of all of the issued and outstanding equity interests of Seller, free and clear of all Liens. There are no Contracts relating to the issuance, sale or transfer of any equity securities or other securities of Seller. The Purchased Assets do not include any stock, partnership interest, joint venture interest or any other security or ownership interest issued by any other corporation, organization or entity.

3.3 No Breach. The execution, delivery and performance of this Agreement and the Transaction Documents by Seller and the Equityholder and the consummation of the transactions contemplated hereby and thereby do not conflict with or result in any breach of any of the provisions of, or constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration or any lien, security interest, charge or authorization, consent, approval, exemption or other action by or notice to any Governmental Entity, under the provisions of the Articles of Organization or Operating Agreement of Seller or any indenture, mortgage, lease, loan agreement or

other agreement or instrument by which Seller, the Equityholder or the Purchased Assets are bound or affected, or any Law to which Seller or the Purchased Assets are subject.

3.4 Governmental Entities. No (a) filing or registration with, (b) notification to, (c) permit, authorization, consent, approval or exemption of, or (d) any other action by, any Governmental Entity or any other Person is required to be obtained, made or given by Seller in connection with its execution, delivery and performance of this Agreement, the Transaction Documents or the transactions contemplated hereby and thereby.

3.5 Legal Proceedings. There are no Actions or, to the knowledge of Seller or the Equityholder, investigations pending, threatened or reasonably expected to arise against or affecting the Purchased Assets or the Business, at law or in equity, or before or by any Governmental Entity. There are no Actions seeking to enjoin or restrain any of the transactions contemplated by this Agreement or the Transaction Documents.

3.6 Good Title; Ownership; Condition and Sufficiency of Purchased Assets.

(a) Seller owns and possesses all right, title and interest in and to the Purchased Assets. Seller has and will transfer and convey to Buyer at Closing, good and marketable title to the Purchased Assets, free and clear of all Liens.

(b) The Purchased Assets are in good condition and are adequate and suitable for the purposes for which they are currently being, and intended to be, used and the Purchased Assets constitute all assets necessary for the conduct of the Business.

3.7 Absence of Undisclosed Liabilities. Seller has no liabilities or obligations, whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due, whether known or unknown, and regardless of when asserted, arising out of transactions or events heretofore entered into, or any action or inaction, or any state of facts existing, with respect to or based upon transactions or events heretofore occurring, except for (a) liabilities accrued for on the Financial Statements and (b) liabilities or obligations arising in the ordinary course of business since the date of the Financial Statements.

3.8 Real Property. The Assumed Leases are in full force and effect, and Seller holds a valid and existing leasehold interest under the Assumed Lease. Seller has provided to Buyer a complete and accurate copy of each Assumed Lease (including all notices exercising renewal, expansion, termination or other material rights under the Assumed Lease), and the Assumed Leases have not been modified in any respect. Seller has not leased or sublet, as lessor, sublessor, licensor or the like, any property under any Assumed Lease. To the knowledge of Seller, no Assumed Lease subject to any prime, ground or master lease, mortgage, deed of trust or other Lien or interest which would entitle the interest holder to interfere with or disturb Buyer's rights under the Assumed Lease while Buyer is not in default under such Assumed Lease. Seller does not have, and never has had, any ownership interest in any real property.

3.9 Intellectual Property.

(a) Completeness of Schedules. Section 3.9(a)(i) of the Disclosure Schedule is a full and complete listing of all agreements that cover Licensed-In Intellectual Property Rights (excluding any licenses for Software less than $500 per copy or per user) and, to the extent there is no written document covering certain Licensed-In Intellectual Property Rights, lists the licensor and provides a summary description of such Intellectual Property Rights licensed by that licensor. Section 3.9(a)(ii) is a full and

complete listing of all Owned Intellectual Property Rights that are registered or subject to an application to register and all unregistered Owned Intellectual Property Rights material to the Business; provided that unregistered trade secrets and copyrightable material need only be listed by subject matter category.

(b) All Intellectual Property Rights of the Business. The Licensed-In Intellectual Property Rights and Owned Intellectual Property Rights listed in Section 3.9(a)(i) and Section 3.9(a)(ii) of the Disclosure Schedule are sufficient, in all material respects, for conducting the Business as presently conducted or proposed to be conducted.

(c) Status of Licensed-In Intellectual Property Rights.

(i) Each Contract under which Licensed-In Intellectual Property Rights are made available to Seller is valid and binding and is currently in force, and Seller is not in breach of any payment or other obligation that would provide a basis for termination of such Contract. Each Contract under which Licensed-In Intellectual Property Rights is made available to Seller and all rights under such Contract will be fully available to Buyer after the Closing, and to the extent required, Seller has obtained the necessary consents to ensure the foregoing.

(ii) As to each item of Owned Intellectual Property Rights that is registered or subject to an application to register, such item of Owned Intellectual Property Rights is in full force and effect and all actions required to keep such rights pending or in effect or to provide full protection, including payment of filing, examination, annuity, and maintenance fees and filing of renewals, statements of use, affidavits of incontestability and other similar actions. No Owned Intellectual Property Right that is registered or subject to an application to register is the subject of any interference, opposition, cancellation, nullity, re-examination or other proceeding placing in question the validity or scope of such rights.

(d) Software Licenses. All Software that is used by Seller in connection with the Business as currently conducted is subject to a current license agreement that covers all use of the Software in the Business, as presently conducted. No such license agreement to Seller of Software requires disclosure of source code that is part of the Owned Intellectual Property Rights.

(e) Third Party Intellectual Property Rights. Seller has not received any notice of any allegation of infringement, misappropriation or violation by the Seller of any Third Party Intellectual Property Rights. Seller has not infringed, misappropriated or otherwise violated any Third Party Intellectual Property Rights.

3.10 Compliance with Laws; Permits.

(a) Seller has not received any written notice from any Governmental Entity that the Business is not in compliance in all material respects with all applicable Laws. Seller has timely filed all reports, data and other information required to be filed under applicable Laws. Seller and the Business have been and are in compliance in all material respects with all applicable Laws. To the knowledge of Seller and the Equityholder, neither Seller nor any employee of Seller, nor any agent acting on behalf of or for the benefit of Seller, has directly or indirectly, committed a violation of any Law, specifically including, but not limited to, any state Laws prohibiting the corporate practice of medicine or the Medicare and Medicaid fraud and abuse provisions of the Social Security Act, including any activity which is prohibited under (1) the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b et seq.); (2) the physician self-referral provisions of the Stark Law (42 U.S.C. § 1395nn) or the regulations thereunder; (3) the False Claims Act (31 U.S.C. § 3729); (4) the Civil Monetary Penalties Law (42 U.S.C. §§ 1320a-7a); (5) Mail and Wire Fraud (18 U.S.C. §§ 1341-1343); (6) False Statements Relating to Health Care Matters

(18 U.S.C. § 1035); and (7) Health Care Fraud (18 U.S.C. § 1347) or regulations related to any of the above (or related state and local fraud and abuse statutes or regulations). Seller has provided to Buyer complete and accurate copies of Seller's policies relating to the privacy of its patients' Protected Health Information (as defined in the Federal Privacy Regulations). Each such policy relating to the privacy of patients' Protected Health Information complies with the Federal Privacy Regulations and applicable state Laws. Seller has provided its patients with a privacy notice that contains all of the requirements of 45 C.F.R. Section 164.520(b) at the times required by 45 C.F.R. Section 164.520(c) and has documented compliance with the foregoing requirements. An accurate copy of Seller's privacy notice and any policy relating thereto, or the most recent draft thereof, has been furnished to Buyer.

(b) Except as set forth on Section 3.10(b)(i) of the Disclosure Schedule, (i) no employee or independent contractor of Seller (whether an individual or entity) has been excluded from participating in any federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)) during the last five (5) years, nor is any such exclusion threatened or pending and (ii) Seller has not been excluded from participating in any federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)). Neither Seller nor the Equityholder has been convicted of a criminal offense related to the provision of health care services. Except as set forth on Section 3.10(b)(ii) of the Disclosure Schedule, the Equityholder possesses a license to practice medicine in the State of Colorado.

(c) Seller has in full force and effect all material licenses, permits, registrations, franchises, grants, authorizations, consents, approvals, orders and certificates from Governmental Entities necessary to own, lease and operate the Purchased Assets and conduct the Business (collectively, the "Permits"). A true, correct and complete list of all Permits, if any, is set forth in Section 3.10(c) of the Disclosure Schedule. Seller has owned, leased or operated the Purchased Assets and conducted the Business, as applicable, in material compliance with all terms and conditions of the Permits. No suspension, revocation or cancellation of any Permit is pending or, to the knowledge of Seller or the Equityholder, threatened.

3.11 Employees. Seller has no employment-related complaints or charges pending or, to the knowledge of Seller, threatened or reasonably expected to arise against Seller with the Equal Employment Opportunity Commission, the United States Department of Labor or any other comparable state or local agency. Seller is not a party to any collective bargaining agreement or other labor union Contract applicable to Persons employed by Seller. Except as set forth on Section 3.11 of the Disclosure Schedule, Seller hereby represents that there are no employees of Seller who are now on leave or disabled and receiving, or eligible to receive, sickness and accident benefits, salary continuance or other continuation benefits or long-term disability or workers' compensation benefits. Neither Seller nor any member of a controlled group of corporations that includes Seller within the meaning of Code Section 414(b),(c) or (m), has ever contributed to or maintained a pension plan subject to Title IV of ERISA.

3.12 Financial Statements. Seller's financial statements for the period ending [_____], in the form previously provided to Buyer (the "Financial Statements"), have been prepared from and are in accordance with the accounting records of Seller and fairly present, in all material respects, the financial position and results of operations of Seller at and for the periods indicated.

3.13 Contracts. Section 3.13 of the Disclosure Schedule lists each material Contract to which Seller is a party or by which any of the Purchased Assets is bound (each contract so listed or required to be so listed being a "Material Contract"). Seller has delivered to Buyer a true, correct and complete copy of each Material Contract. With respect to each Material Contract (a) such Material Contract is legal, valid and binding, in full force and effect and enforceable in accordance with its terms against Seller and, to the knowledge of Seller, against each other party thereto and such Material Contract will

continue to be so legal, valid, binding, in full force and effect and enforceable on identical terms upon the consummation of the transactions contemplated herein, (b) Seller is not and, to the knowledge of Seller, no other party thereto is in material breach of or default under such Material Contract, and (c) no party to such Material Contract has terminated or modified such Material Contract or any material right or liability thereunder or communicated such party's intent to do so.

3.14 Tax Matters.

(a) Seller has (i) timely filed all returns, declarations, reports, estimates, information returns, and statements ("Tax Returns") required to be filed or sent by it in respect of any Taxes and all such Tax Returns are true, correct, and complete in all material respects; and (ii) timely and properly paid all Taxes due and payable, whether or not shown on such Tax Returns; (iii) established on its books and records, in accordance with GAAP, reserves that are adequate for the payment of any Taxes not yet due and payable; and (iv) complied with all applicable Laws relating to the collection, withholding and payment of Taxes and paid over to the appropriate Tax authority all such amounts.

(b) There are no Liens for Taxes upon the Purchased Assets, other than Permitted Liens.

(c) No deficiency for any Taxes has been proposed, asserted or assessed against Seller that has not been resolved and paid in full. No waiver, extension or comparable consent given by Seller regarding the application of the statute of limitations with respect to any Taxes or any Tax Return is outstanding, nor is any request for any such waiver or consent pending. There is no pending Tax audit or other administrative or court Action with regard to any Taxes or Tax Returns of Seller, nor has there been any notice to Seller by any Governmental Entity regarding any such Tax, audit, or other administrative or court Action, nor, to the knowledge of Seller, is any such Tax audit or other proceeding threatened with regard to any Taxes or Tax Returns of Seller.

3.15 Brokerage. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Seller.

Article 4. Representations and Warranties of Buyer

Buyer hereby represents and warrants to Seller that:

4.1 Incorporation and Corporate Power. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, with the requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

4.2 Execution, Delivery; Valid and Binding Agreement. The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights or by general principles of equity.

4.3 No Breach. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby do not conflict with or result in

any breach of any of the provisions of, constitute a default under, result in a violation of, result in the creation of a right of termination or acceleration or any lien, security interest, charge or encumbrance upon any assets of Buyer, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body, under the provisions of the Certificate of Incorporation or Bylaws of Buyer or any indenture, mortgage, lease, loan agreement or other agreement or instrument by which Buyer is bound or affected, or any law, statute, rule or regulation or order, judgment or decree to which Buyer is subject.

4.4 Brokerage. No third party shall be entitled to receive any brokerage commissions, finder's fees, fees for financial advisory services or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer.

Article 5. Covenants

5.1 Conduct of the Business. Seller will, and the Equityholder shall cause Seller to, operate its business only in the ordinary course from the date hereof until the Closing Date. Neither Seller nor the Equityholder will take any action (or omit to take any action), which action or omission would cause any representation or warranty contained in this Agreement to be untrue at and as of the Closing Date. Neither the Equityholder nor Seller will take any action outside the ordinary course of business that would reasonably be expected to cause any of Seller's patients to cease their affiliation with Seller.

5.2 Access to Information. Prior to the Closing, Seller (a) shall, and shall cause its officers, directors and employees to, and shall use its reasonable best efforts to cause its auditors and other agents to, upon reasonable advance notice, afford the officers, directors, employees, auditors and other agents of Buyer reasonable access, during normal business hours, to the officers, directors, employees, properties, offices, other facilities, books and records of Seller and (b) shall furnish Buyer with all financial, operating and other data and information with respect to Seller as Buyer, through its directors, officers, employees or agents, may reasonably request, including monthly unaudited balance sheets and statements of income of Seller, prepared in a manner consistent with prior periods; provided, however, that the foregoing shall not require Seller to provide any such access or furnish any such information that would violate any Law or, in the reasonable judgment of Seller, compromise or constitute a waiver of any attorney-client privilege of Seller; provided, further, that if Seller is so restricted, it shall notify Buyer that information or records are being withheld and provide Buyer with as much information as possible with respect to such information or records.

5.3 Non-Competition. For a period of two (2) years after the Closing Date (the "Restricted Period"), each of Seller and the Equityholder shall not, anywhere within 200 miles of a current location of the Seller, directly or indirectly compete with Buyer or its Affiliates (including Seller after the Closing) in any manner or capacity including without limitation by investing in, owning, managing, operating, financing, controlling, advising, rendering services to or guaranteeing the obligations of any Person engaged in or planning to become engaged in, a medical marijuana evaluation clinic or the provision of administrative or consulting services to a medical practice; provided, however, that Seller may continue its operation of the medical marijuana evaluation clinics; provided, further that Seller or the Equityholder may purchase or otherwise acquire up to (but not more than) 2 percent (2%) of any class of the securities of any Person (but may not otherwise participate in the activities of such Person) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934.

5.4 No Hire; Non-Solicitation. During the Restricted Period, the Equityholder shall not, directly or indirectly, except as an agent or employee of Buyer, (a) hire, solicit or interview, or attempt to hire, solicit or interview, any then-current employee of Buyer or any of its Affiliates (including Seller after the Closing) or to persuade any such employee to leave employment with Buyer or its Affiliates, or (b) assist any third party to hire, solicit or interview, or attempt to hire, solicit or interview, any then-current employee of Buyer or to persuade any such employee to leave employment with Buyer or its Affiliates.

5.5 Non-Disparagement. Neither Seller nor the Equityholder shall say, publish or cause to be published or do anything that casts Buyer or its Affiliates (including Seller after the Closing) in an unfavorable light, or disparages or injures Buyer or its Affiliates' goodwill, business reputation or relationship with existing or potential suppliers, vendors, customers, employees, contractors, investors or the financial community in general, or the goodwill or business reputation of Buyer, unless the furnishing of such information is required by law, in which case the disclosing party may make such disclosure only to the extent necessary, in the reasonable opinion of counsel for the disclosing party, to comply with such legal requirement.

5.6 Enforceability. The parties agree and stipulate that the agreements and covenants contained in Section 5.3 and Section 5.4 (together, the "Restrictive Covenants") are fair and reasonable in light of all of the facts and circumstances of the relationship among the parties. The parties are aware, however, that in certain circumstances courts have refused to enforce certain agreements not to solicit or compete. Therefore, in furtherance of, and not in derogation of, the Restrictive Covenants, the parties agree that, in the event a court should decline to enforce any of the provisions of the Restrictive Covenants, the Restrictive Covenants shall be deemed to be modified or reformed to restrict (a) Seller's and the Equityholder's competition with Buyer to the maximum extent, as to time, geography and business scope, which the court shall find enforceable and (b) Seller's and the Equityholder's solicitation of employees and former employees of Buyer and its Affiliates to the maximum extent which the court shall find enforceable; provided, however, that in no event shall the provisions of the Restrictive Covenants be deemed to be more restrictive to Seller or the Equityholder than those contained in this Agreement.

5.7 Available Remedies. Each of Seller and the Equityholder acknowledges that it would be difficult to fully compensate Buyer or any of its Affiliates for damages resulting from any breach by Seller or the Equityholder of the provisions of the Restrictive Covenants. Accordingly, in the event of any actual or threatened breach of such provisions, Buyer and its Affiliates shall (in addition to any other remedies which they may have) be entitled to temporary and/or permanent injunctive relief to enforce such provisions, and such relief may be granted without the necessity of proving actual damages or the inadequacy of monetary relief, or posting any bond. Each of Seller and the Equityholder further acknowledges that the restrictions contained in the Restrictive Covenants constitute a material inducement to Buyer to complete the transactions contemplated by this Agreement and Buyer will be relying on the enforceability of the Restrictive Covenants in completing such transactions.

5.8 Conditions. Each of Seller, the Equityholder and Buyer shall take all commercially reasonable actions necessary to cause the conditions set forth in Article 6 to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction thereof (but in any event within three Business Days of such date).

5.9 Tax Matters.

(a) Each of Seller, the Equityholder and Buyer will (i) provide each other with such assistance as may reasonably be requested by any of them in connection with the preparation of any Tax Return, or any audit or other examination by any taxing authority or judicial or administrative proceedings relating to liability for Taxes, (ii) retain and provide each other with any records or other information that may be relevant to such Tax Return, audit or examination, proceeding or determination, and (iii) provide each other with any final determination of any such audit or examination, proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period.

(b) In the case of any Straddle Period, (i) real and personal property and similar ad valorem Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a daily pro-rata basis, and (ii) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis.

(c) If requested by Buyer, Seller shall notify all taxing authorities in the jurisdictions that impose Taxes on Seller or where Seller has a duty to file Tax Returns of the transactions contemplated by this Agreement in the form and manner required by such taxing authorities, if the failure to make such notifications or receive any available Tax clearance certificate could subject the Buyer to any Taxes of Seller. If any taxing authority asserts that Seller is liable for any Tax, Seller shall promptly pay any and all such amounts and shall provide evidence to the Buyer that such liabilities have been paid in full or otherwise satisfied.

(d) Seller and Buyer shall use the standard procedure set forth in IRS Rev. Proc. 2004-53 with respect to wage reporting for employees of Seller hired by Buyer for the taxable year that includes the Closing.

5.10 Employee Matters.

(a) Seller Termination of Employees. Schedule 5.10(a) of the Disclosure Schedule sets forth a true, correct and complete listing of all the non-physician employees of Seller working in the Business (the "Seller Employees"), including their respective names, job titles or functions, as well as a true, correct and complete listing of their base compensation, including salaries or wages plus any applicable incentive compensation plans and employee benefit plans, location and the current status (as to leave or disability pay status, leave eligibility status, full time or part time, exempt or nonexempt, temporary or permanent status) of such Seller Employee as of the Closing Date to the extent permitted by Law. As of the Closing Date, Seller shall terminate the employment of the Seller Employees. Seller shall be solely responsible for all compensation, expense reimbursement, pension, profit sharing, retirement, medical, vision, dental, retiree medical, disability, unemployment compensation, vacation, sick leave and other benefit claims incurred and benefits earned by the Seller Employees in connection with Seller's employee benefit plans or otherwise on or prior to the Closing Date. Buyer shall be responsible for all benefit claims incurred and benefits earned by any Seller Employees it hires after the Closing Date under the terms and conditions of Buyer's benefit plans.

(b) Buyer Offer of Employment. Within thirty (30) days after the Closing Date, Buyer shall make offers of employment to Seller Employees. Any such offer of employment by Buyer will be subject to passing Buyer's background check and drug testing policies. Seller Employees who accept such employment offer will be eligible to participate in Buyer's employee benefits plans otherwise made available to similarly situated Buyer employees. Buyer will not count service with Seller for any purpose.

(c) Workers' Compensation. Seller shall pay all workers' compensation costs for the Seller Employees that relate to injuries occurring on or before the Closing Date and Buyer shall pay all workers'

compensation costs for the Seller Employees that it hires that relate to injuries occurring after the Closing Date. Seller hereby represents that there are no Seller Employees who are now on leave or disabled and receiving, or eligible to receive, sickness and accident benefits, salary continuance or other continuation benefits or long-term disability or workers' compensation leave.

(d) No Implied Contracts. Nothing in this Agreement, whether express or implied, confers upon any Seller Employee or any other person any rights or remedies including, without limitation, (i) any right to employment or recall, (ii) any right to continued employment for a specified period, or (iii) any right to claim any particular compensation, benefit or aggregation of benefits of any kind or nature whatsoever.

5.11 Press Releases and Announcements. Prior to the Closing Date, neither party hereto shall issue any press release (or make any other public announcement) related to this Agreement or the transactions contemplated hereby or make any announcement to the employees, customers or suppliers of Seller without prior written approval of the other party hereto, except as may be necessary to comply with the requirements of this Agreement or applicable Law. If any such press release or public announcement is so required, the party making such disclosure shall consult with the other party prior to making such disclosure, and the parties shall use all reasonable efforts, acting in good faith, to agree upon a text for such disclosure which is satisfactory to both parties.

5.12 Confidentiality. Each party shall hold, and shall use its commercially reasonable best efforts to cause its Affiliates, and their respective officers, directors, employees and agents to hold, in strict confidence from any Person, unless (a) compelled to disclose by judicial or administrative process or by other requirements of Law or (b) disclosed in an action or proceeding brought by a party to this Agreement in pursuit of its rights or in the exercise of its remedies hereby, all documents and information concerning the other party or any of its Affiliates furnished to it by any other party or such other party's officers, directors and agents in connection with this Agreement or the Transaction Documents, or the transactions contemplated hereby or thereby, except to the extent that such documents or information can be shown to have been (i) previously known by the party receiving such documents or information, (ii) in the public domain (either prior to or after the furnishing of such documents or information hereby) through no fault of such receiving party or (iii) later acquired by the receiving party from another source if the receiving party is not aware that such source is under an obligation to another party to this Agreement to keep such documents and information confidential; provided, however, that following the Closing, the foregoing restrictions shall not apply to Buyer's or any of its Affiliates' use of documents and information concerning the Purchased Assets furnished by or on behalf of Seller or the Equityholder. After the Closing, each of Seller and the Equityholder shall hold, and shall use their commercially reasonable best efforts to cause their Affiliates to hold, in strict confidence from any Person all information regarding the Purchased Assets that is not now in (and does not become part of, through no fault of Seller, the Equityholder or their representatives) the public domain.

Article 6. Conditions to Closing

6.1 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions on or before the Closing Date:

(a) Each of the representations and warranties of Seller and the Equityholder set forth in this Agreement that are (i) subject to materiality qualifications shall be true and correct in all respects, and (ii) not subject to materiality qualifications shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date;

(b) Each of Seller and the Equityholder shall have performed or complied with, in all material respects, all of the covenants and agreements required to be performed and complied with by it under this Agreement prior to the Closing;

(c) Seller shall have obtained, or caused to be obtained, each consent and approval required in order to complete the transactions contemplated hereby;

(d) There shall not be threatened, instituted or pending any action or proceeding, before any court or governmental authority or agency, domestic or foreign, challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions; and

(e) On the Closing Date, Seller shall have delivered to Buyer the following:

(i) the Administrative Services Agreement, duly executed by Seller;

(ii) the Medical Advisory Agreement, duly executed by the Equityholder;

(iii) the Succession Agreement, duly executed by Equityholder;

(iv) a bill of sale and assignment and assumption agreement in the form attached hereto as Exhibit F (the "Bill of Sale and Assignment"), duly executed by Seller;

(v) an assignment, in form and substance satisfactory to Buyer and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets to Buyer;

(vi) estoppels signed by each landlord on the Assumed Leases in a form reasonably acceptable to Buyer;

(vii) assignments of Assumed Leases, duly executed by Seller;

(viii) a certificate dated the Closing Date, stating that the conditions set forth in Section 6.1(a) and Section 6.1(b) above have been satisfied;

(ix) a good standing certificate (or equivalent document) for Seller from the Secretary of State of the jurisdiction of its organization and by the Secretary of State of all other jurisdictions where Seller is qualified to do business as a foreign entity, in each case, dated within five (5) days prior to the Closing;

(x) a certificate, dated as of the Closing Date, of the Secretary or corollary executive officer of Seller certifying that Seller has previously made available to Buyer a complete and correct copy of the articles of organization and operating agreement of Seller, as amended to date, and that attached thereto is a complete and correct copy of resolutions adopted by the Equityholder authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents to which Seller is a party and the consummation of the transactions contemplated hereunder and thereunder, and that the articles of organization and operating agreement of Seller, resolutions, approvals and consents have not been amended or modified in any respect and remain in full force and effect as of the Closing Date;

(xi) evidence, in form and substance reasonably satisfactory to Buyer, of the release of all Liens on the assets and equity of the Company, other than Permitted Liens and Liens referenced in the payoff letters evidencing the aggregate amount of Closing Indebtedness outstanding as of the Closing Date (including any interest accrued thereon and any prepayment or similar penalties and expenses associated with the payment of such Closing Indebtedness on the Closing Date) and an agreement that, if such aggregate amount so identified is paid in accordance with such payoff letters on the Closing Date, such Closing Indebtedness shall be repaid in full and that all Liens shall be released;

(xii) a certificate in compliance with Treasury Regulations Section 1.1445-2 and in form and substance reasonably satisfactory to Buyer, certifying that the transactions contemplated by this Agreement are exempt from withholding under Section 1445 of the Code; and

(xiii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

6.2 Conditions to Seller's and the Equityholder's Obligations. The obligations of Seller and the Equityholder to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or before the Closing Date:

(a) Each of the representations and warranties of Buyer set forth in this Agreement that are (i) subject to materiality qualifications shall be true and correct in all respects, and (ii) not subject to materiality qualifications shall be true and correct in all material respects, in each case as of the date of this Agreement and as of the Closing Date;

(b) Buyer shall have performed or complied with, in all material respects, all the covenants and agreements required to be performed by it under this Agreement prior to the Closing;

(c) There shall not be threatened, instituted or pending any action or proceeding, before any court or governmental authority or agency, domestic or foreign, challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions; and

(d) On the Closing Date, Buyer will have delivered to Seller and the Equityholder:

(i) the Administrative Services Agreement, duly executed by Buyer;

(ii) the Medical Advisory Agreement, duly executed by Buyer;

(iii) the Succession Agreement, duly executed by Buyer;

(iv) the Bill of Sale and Assignment, duly executed by Buyer;

(v) assignments of Assumed Leases, duly executed by Buyer;

(vi) a certificate dated the Closing Date, stating that the conditions set forth in Section 6.2(a) and Section 6.2(b) above have been satisfied; and

(vii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Seller and the Equityholder, as may be required to give effect to this Agreement.

Article 7. Termination

7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual consent of the parties hereto;

(b) by Buyer if there has been a material misrepresentation, breach of warranty or breach of covenant on the part of Seller or the Equityholder in the representations, warranties and covenants set forth in this Agreement; or

(c) by Buyer if, after the date hereof, there shall have been a material adverse change in the condition of the Business or the Purchased Assets or if, after the date hereof, an event shall have occurred which, so far as reasonably can be foreseen, would result in any such change, except to the extent such change is directly caused by Buyer.

7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, this Agreement shall become void and there shall be no liability on the part of any party hereto, or their respective stockholders, officers, or directors, except that Article 8 and Section 9.9 hereof shall survive indefinitely, and except with respect to willful breaches of this Agreement prior to the time of such termination.

Article 8. Survival; Indemnification

8.1 Indemnification.

(a) Subject to the limitations set forth in Section 8.2, the Equityholder agrees to indemnify and defend Buyer and its Affiliates, officers, directors, employees, agents and shareholders (collectively, the "Buyer Indemnified Parties") with respect to, and hold the Buyer Indemnified Parties harmless from, any loss, liability or expense (including, but not limited to, reasonable legal fees) (collectively, "Damages") which any Buyer Indemnified Party directly or indirectly incurs or suffers by reason of, or which results, arises out of or is based upon (i) the inaccuracy or breach of any representation or warranty made by Seller or the Equityholder in this Agreement or any other Transaction Document, (ii) the failure of Seller or the Equityholder to comply with any covenant or other commitment made by Seller or the Equityholder in this Agreement or any other Transaction Document, (iii) the conduct of the Business or Seller's use of the Purchased Assets prior to or as of the Closing Date, (iv) any non-compliance with any fraudulent conveyance laws or (v) the Excluded Liabilities or Excluded Assets.

(b) Subject to the limitations set forth in Section 8.2, Buyer agrees to indemnify and defend the Equityholder and the Equityholder's agents (collectively, the "Equityholder Indemnified Parties") with respect to, and hold the Equityholder Indemnified Parties harmless from, any Damages which any Equityholder Indemnified Party directly or indirectly incurs or suffers by reason of, or which results, arises out of or is based upon the (i) the inaccuracy or breach of any representation or warranty made by Buyer in this Agreement or any other Transaction Document, (ii) the failure of Buyer to comply with any covenants made by Buyer in this Agreement or any other Transaction Document, (iii) Buyer's use of the Purchased Assets after the Closing Date (except in the case of a fraudulent misrepresentation by Seller or the Equityholder), or (iv) the Assumed Liabilities.

8.2 Limitations on Indemnification.

(a) The representations and warranties of the parties shall survive the Closing for a period of two (2) years after the Closing Date. Notwithstanding anything to the contrary in this Section 8.2(a), the representations and warranties contained in Sections 3.1, 3.2, 3.3, 3.4, and 3.6. and the indemnification obligations of the Equityholder with respect thereto, and the representations and warranties contained in Sections 4.1 through 4.4, and the indemnification obligations of Buyer with respect thereto, shall survive the Closing indefinitely. The representations and warranties contained in Sections 3.10 3.14 and 3.15 shall survive until sixty days after the expiration of the applicable statute of limitations (including extensions thereto). Claims based on fraud or intentional misrepresentation, and the indemnification obligations of the parties with respect thereto, shall survive the Closing indefinitely.

(b) Any representations or warranties and the indemnification obligations with respect thereto that would otherwise terminate in accordance with this Section 8.2 shall continue to survive, if notice of a claim shall have been timely given on or prior to such termination date, until such claim has been satisfied or otherwise resolved as provided in this Article 8.

8.3 Notice of Claims. If any indemnified party incurs or suffers Damages which may result in indemnification claims hereunder, such party (the "Indemnified Party") shall deliver a written notice of such Damages with reasonable promptness to the party or parties from which it is seeking indemnification (the "Indemnifying Party"). If the Indemnifying Party notifies the Indemnified Party that the Indemnifying Party does not dispute the Damages described in such notice or fails to notify the Indemnified Party within 30 days after delivery of such notice by the Indemnified Party whether the Indemnifying Party disputes the Damages described in such notice, the Damages in the amount specified in the Indemnified Party's notice shall be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall be obligated to, and shall, pay the amount of such Damages to the Indemnified Party on demand; provided, that the Indemnified Party shall have used reasonable efforts to confirm receipt of the notice referred to in the first sentence of this Section 8.3.

8.4 Claims Unaffected by Investigation. The right of an Indemnified Party to indemnification or to assert or recover on any claim shall not be affected by any investigation conducted with respect to, or any information received or knowledge acquired (or capable of being received or acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy of or compliance with any of the representations, warranties, covenants, or agreements set forth in this Agreement. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, shall not affect the right to indemnification or other remedy based on such representations, warranties, covenants or agreements.

Article 9. Miscellaneous

9.1 Expenses; Taxes. Except as otherwise expressly provided for herein, each party shall pay all of its own expenses (including attorneys' and accountants' fees) in connection with the negotiation of this Agreement, the performance of their respective obligations hereunder and the consummation of the transactions contemplated by this Agreement (whether consummated or not). Any sales, transfer, use or excise Taxes payable in connection with these transactions shall be paid by the Equityholder.

9.2 Further Assurances. Seller and the Equityholder agree that, on and after the Closing Date, they shall take all appropriate action (without incurring any out-of-pocket expenses) and execute any documents, instruments or conveyances of any kind which may be reasonably necessary or

advisable to carry out any of the provisions hereof, including, without limitation, putting Buyer in possession and operating control of the Purchased Assets.

9.3 Amendment and Waiver. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

9.4 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three business days after being mailed by first class U.S. mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to Buyer, Seller, the Equityholder and Parent will, unless another address is specified in writing, be sent to the address indicated below:

Notices to Buyer and Parent (after Closing):

CB2 Insights Inc.
5045 Orbitor Drive
Building 11, Unit 300
Mississauga, ON
L4W 4Y4

With a copy to:

Boyle & Co. LLP
25 Adelaide Street East, Suite 1900
Toronto, Ontario M5C 3A1
Telecopy: (416)-867-8833

and:

Dorsey & Whitney
220 South Sixth Street
Minneapolis, Minnesota 55402
Attention: Neal Peterson
Telecopy: (612) 343-7943

Notices to the Equityholder and Seller (prior to Closing):

[company address
Attn:
Facsimile No.]

With a copy to:

Hershey Decker Drake
10463 Park Meadows Drive, Suite 209

Lonetree, CO 80124
Attn: Carmen N. Decker
Facsimile No. 303-226-1668

9.5 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party hereto.

9.6 Headings; Severability. Section and Article headings used in this Agreement have no legal significance and are used solely for convenience of reference. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

9.7 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Transaction Documents and the other documents referred to herein contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

9.9 Governing Law. The internal law, without regard to conflicts of laws principles, of the State of Colorado will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

9.10 Resolving Disputes: All disputes will be discussed between the Parties in an effort to reach an amicable solution. Unless otherwise stated in this Agreement, any matters or Action concerning this Agreement that the parties cannot resolve themselves will be resolved through Arbitration to take place before an arbiter at the Judicial Arbiter Group in Denver, Colorado and will be governed by the Rules of the American Arbitration Association.

9.11 Definitions.

(a) "Action" means any action, claim, complaint, investigation, petition, suit, mediation, order, arbitration, inquiry or request for information, whether civil or criminal, in law or in equity, by or before any Governmental Entity.

(b) "Affiliate" with respect to any Person, means a Person that directly or indirectly, through one or more intermediaries, Controls, is controlled by, or is under common control with, the first mentioned Person.

(c) "Business Day" means any day other than a Saturday, Sunday or any other day on which the commercial banks in Colorado Springs, Colorado are required to be closed or are closed generally.

(d) "Contract" means any contract, agreement, mortgage, lease, loan agreement, instrument or other understandings, whether oral or written.

(e) "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of stock or other equity interest or as trustee or executor, by contract or credit arrangement or otherwise.

(f) "Closing Indebtedness" means the indebtedness for borrowed money of Seller as of the Closing.

(g) "Federal Privacy Regulations" means the regulations contained in 45 C.F.R. Parts 160 and 164, as amended.

(h) "Governmental Entity" means any court, arbitrator or other foreign, federal, state or local governmental, regulatory or other administrative body, authority, department, commission, board, bureau, agency or instrumentality.

(i) "Intellectual Property Rights" means (i) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application; (ii) rights in trademarks, service marks, trade names, trade dress, and other designators of origin, registered or unregistered; (iii) rights in copyrightable subject matter or protectable designs, registered or unregistered; (iv) trade secrets; (v) rights in Internet domain names, social media identifiers, and e-mail addresses; (vi) know-how; (vii) Software; and (viii) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise.

(j) "knowledge" means knowledge of a Person after reasonable inquiry.

(k) "Law" means any law, statute, rule, ordinance, regulation, order, judgment or decree.

(l) "Lien" means any mortgage, lien, claim, charge, lease, security interest, pledge, title retention agreement, hypothecation, preference, restriction or other encumbrance of any kind or nature.

(m) "Person" means an individual, corporation, partnership, association, limited liability company, trust, unincorporated organization, Governmental Entity, or other entity or group (as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder).

(n) "Software" means computer programs or data in computerized form, whether in object code, source code or other form.

(o) "Straddle Period" means a taxable period beginning before and ending after the Closing Date.

(p) "Tax" or "Taxes" means any foreign, federal, state, county, or local income, sales and use, excise, franchise, real and personal property, gross receipt, capital stock, production, business and occupation, disability, employment, payroll, severance, or withholding tax or other tax, duty, fee, assessment or charge of any kind whatsoever imposed by any taxing authority, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the tax liability of any other Person, and including any interest or penalties related thereto.

(q) "Third Party Intellectual Property Rights" means Intellectual Property Rights owned not by Seller but by a third party, including, without limitation, Licensed-In Intellectual Property Rights.

[*Signature page follows*]

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

MVC TECHNOLOGIES USA INC.

By: "signed"
Name: Kash Qureshi
Title: President

CB2 INSIGHTS INC.

By: "signed"
Name: Kash Qureshi
Title: COO

WILLIAM TYLER STONE, D.O.

MEDEVAL CLINIC LLC

By: _____
Name: William Tyler Stone, D.O.
Title: Manager

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

MVC TECHNOLOGIES USA INC.

By: _____
Name: Kash Qureshi
Title: President

CB2 INSIGHTS INC.

By: _____
Name: Kash Qureshi
Title: COO

WILLIAM TYLER STONE, ~~D.O.~~

"signed" _____

MEDEVAL CLINIC LLC

By: "signed" _____
Name: William Tyler Stone, D.O.
Title: Manager

[Signature Page to Asset Purchase Agreement]

EXHIBIT A
ADMINISTRATIVE SERVICES AGREEMENT

ADMINISTRATIVE SERVICES AGREEMENT

This **ADMINISTRATIVE SERVICES AGREEMENT** (the "**Agreement**") is entered as of April 9, 2019 (the "**Effective Date**"), by and between **MVC Technologies USA, Inc.**, a Delaware corporation (the "**Company**"), and **MedEval Clinic, LLC**, a Colorado limited liability company ("**MedEval**").

WHEREAS, MedEval employs physicians practicing in the State of Colorado, in order to develop, own and operate certain clinics as identified in Exhibit A (each, a "**Clinic**") (the "**Business**") and desires to obtain certain administrative services for the Business so as to be able to provide health care services to the community; and

WHEREAS, the Company, either directly or through its affiliates, provides consulting and administrative services to medical practices, and has developed proprietary systems and techniques to enhance the operation of such practices; and

WHEREAS, MedEval desires to retain the Company to provide certain development, consulting and administrative services for the Business, and the Company desires to provide such services upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I

RELATIONSHIP OF THE PARTIES

Section 1.1 Appointment of the Company. MedEval hereby engages the Company as MedEval's sole and exclusive provider of administrative services, and the Company accepts such engagement, pursuant to the terms and conditions contained herein, to perform or cause to be performed the services relating to the Business, as described in **Article II** (the "**Services**"). The Company agrees that in performing its duties under this Agreement, the Company shall exercise the care, skill, prudence and due diligence that the Company uses in its operation and management of other similarly situated clinics or is customary for the industry.

Section 1.2 Retention of Ownership and Control. MedEval shall hold all necessary licenses and permits to operate the Business. MedEval will provide to the Company immediate notice of any termination or suspension of any necessary license or permit. In providing services under this Agreement, the Company shall have the reasonable and necessary use of all assets of MedEval to the extent permitted by applicable law. Notwithstanding any other provision in this Agreement, MedEval shall remain responsible for compliance with respect to all applicable provisions of the federal, state, and local laws, rules, regulations and ordinances, and standards of accreditation. MedEval shall retain the ultimate authority over the overall policy, operation and assets of the Business. MedEval shall not delegate to the Company, and the Company will not be responsible for, any powers and responsibilities not specifically allocated to the Company in this

Agreement. Specifically, notwithstanding anything in this Agreement to the contrary, MedEval retains all authority and responsibility over the following:

(a) Authority for hiring or terminating any employees of MedEval;

(b) Controlling and maintaining the books and business records of the Business which will remain owned by MedEval;

(c) Disposing of assets and incurring of liabilities on behalf of MedEval;

(d) Adopting and enforcing policies regarding the operation of the Business; and

(e) Compliance with all laws.

MedEval shall consider and respond to, promptly and in good faith, all recommendations of the Company regarding governance, operations, policies and procedures relating to the Business, to the extent relevant to the obligations of the Company hereunder, and MedEval agrees not to take any actions which will unreasonably interfere with the duties of the Company hereunder.

Whenever, pursuant to the terms hereof, MedEval's approval is required or requested, the Company shall submit such request for approval in writing, together with the Company's recommendations, and MedEval shall be required to respond to the Company with its approval or disapproval within fourteen (14) calendar days after receiving such notice, or such shorter period requested by the Company if the circumstances require a shorter response time. If MedEval does not respond to the Company by the end of such 14-day or other time period, MedEval shall be deemed to have approved the matter so submitted.

Section 1.3 Status of Parties. The parties are independent contractors that engage in the operation of their own respective businesses. Neither party is, or is to be considered, the agent or employee of the other party for any purpose. Neither party has authority to enter into contracts or assume any obligations for the other party or to make any warranties or representations on behalf of the other party except as specifically provided herein. Nothing in this Agreement shall be construed to establish a relationship of co-partners or joint ventures between the parties.

Section 1.4 Practice of Medicine. The parties acknowledge and agree that the Company is not authorized or qualified to engage in any activity that may constitute the practice of medicine. Nothing in this Agreement is intended or shall be construed to allow the Company to exercise control or direction over the manner or method by which physicians on the medical staff of the Business perform medical services or other professional health care services. To the extent that any act or service herein required of the Company should be construed by a court of competent jurisdiction or any regulatory or administrative body having oversight responsibilities regarding such professional activities to constitute the practice of medicine, the requirement to perform that act or service by the Company shall be deemed waived and unenforceable. The Company shall enter into a business associate agreement with MedEval in the form attached hereto as Exhibit B.

Section 1.5 Appointment of Medical Director. MedEval shall appoint a medical director to direct the medical activities of the Business and to perform the duties as may be

assigned from time to time by the Company. The Company shall not assume any of MedEval's liabilities or obligations with respect to MedEval's compliance or non-compliance with applicable federal and state laws in the securing of medical director services for the Business.

ARTICLE II

CONSULTING AND ADMINISTRATIVE SERVICES

Section 2.1 Scope of Services. The Company shall provide, on an exclusive basis, certain administrative and non-physician services described in this **Article II**. This Agreement applies to all locations of the Business, including any future location, substitute location, or expansion location of the Business that has been approved by MedEval.

Section 2.2 Facilities and Equipment.

(a) Leases for the facilities utilized by the Clinics (the "**Facilities**") shall be in the name of the Company. The Company shall provide the use of the Facilities and the Equipment used at the Clinics (the "**Equipment**") to MedEval for the conduct of the Business. The Company will provide the use of the Facilities in which MedEval shall conduct and provide its medical services at the Clinics during the term of this Agreement. This Agreement shall not be construed as a lease or sublease of the Facilities, and shall not be deemed to create a relationship between a landlord and a tenant. MedEval shall have no rights as a lessee of or any other possessory or occupancy rights to or any interest in the Facilities except for the right to perform professional medical services on the Facilities as expressly set forth in this Agreement. The Company shall pay, pursuant to **Section 2.5(d)** herein as a part of the budgeted expenses of the Business, rent, maintenance and improvements, supplies, utility (telephone, electric, gas, water) expenses, normal janitorial services, refuse disposal, and all other similar costs. Title to the Equipment, including any improvements thereto, shall be and remain in the Company at all times.

(b) The Company shall assist MedEval in the following: (i) subject to the capital and operating budgets adopted by MedEval for the Business from time to time, the selection of equipment and supplies and maintaining all of the equipment of the Business, in accordance with the Company's maintenance policies; (ii) negotiation of vendor contracts and the evaluation of alternate proposals and bids submitted by various companies relating to the Business; and (iii) maintaining records of inventory and arrange for purchases of necessary and appropriate supplies and equipment on behalf of MedEval for the Business, including management information system items or systems for the Business.

(c) The Company shall process all approved invoices and oversee correct payment and receipt of goods. MedEval shall be responsible for approving and executing all contracts and purchases for facilities, equipment, and supplies, after consultation with the Company. To facilitate such purchasing, to the extent permitted under the Company's contracts, the Company shall provide consolidated purchasing of equipment and supplies through the Company's contracts, subject to MedEval's approval, and MedEval shall be required to pay the prices for such equipment and supplies, net of all applicable discounts attributable to the purchase of such equipment and supplies, which shall be passed through to MedEval, and with no additional mark-up or fee added to such prices. The Company shall pay to MedEval its pro rata share of all rebates

paid to the Company attributable to the purchase of equipment and supplies for the Business. Upon request by MedEval, to the extent permitted by the Company's contracts, the Company shall provide periodic written documentation of the calculation of MedEval's pro rata share of all such rebates and discounts.

(d) The Company shall have no independent power or authority to incur any debt or liability of any kind or nature on behalf of MedEval without the consent of MedEval. All payments made by the Company to third parties or to the Company pursuant to this **Section 2.2** will be paid out of the Special Account in accordance with **Section 2.5(d)**. The Company shall enforce for the benefit of MedEval during the term of this Agreement all of MedEval's rights under all manufacturers' warranties relating to any equipment provided hereunder.

Section 2.3 Employees. To the extent requested by MedEval, the Company will provide all full-time and part-time personnel necessary to manage and operate the non-physician aspects of the Business. Such personnel will be employees or independent contractors of the Company. The Company shall be responsible for the payment and provision of all wages, fringe benefits and other compensation to its personnel, and shall be reimbursed for such expenses by MedEval to the extent set forth herein. The Company's human resources policies will apply to these employees. MedEval may at any time request the removal of specific persons rendering services for the Business if, in the good faith judgment of MedEval, removal would be in the best interests of the Business and its patients. In such event, the Company will remove or reassign any such person within a reasonable time after MedEval's request, subject to compliance with applicable personnel policies and procedures, applicable law and the Company's ability to secure a replacement reasonably acceptable to MedEval. All of the Company's employee expenses (including without limitation salaries, fringe benefits, pension insurance, workers' compensation claims, expense and travel) related to the Business will be charged as an expense of the Business, and MedEval shall reimburse the Company for all employee expenses related to the Business in accordance with this paragraph and **Section 2.5(d)** below.

Section 2.4 Billing and Collection. The Company shall prepare and submit on behalf of MedEval all bills for items and services provided by the Business, and shall administer controls and systems for the recording and collection of the revenues of the Business as follows:

(a) To the extent applicable to the Business, the Company shall verify patient eligibility, enrollment, and termination with respect to Medicare, Medicaid and other third party payor programs, and shall respond to billing inquiries from patients, payors and physicians.

(b) The Company shall administer the charge structure of the Business over which MedEval retains authority.

(c) The Company shall administer MedEval's collection policies for the Business that are reasonable, appropriate and consistent with all applicable laws, regulations, and as agreed to with third party payors, as applicable, it being understood that the Company has no control over the adoption of policies by MedEval. MedEval shall pay all out-of-pocket collection costs incurred by the Company. The Company will implement MedEval's indigent patient policies and procedures.

(d) All payments relating to claims for items and services provided by the Business shall be deposited into a lockbox account over which MedEval has control. MedEval shall cause the amounts in the lockbox account to be deposited on a daily basis in a bank account of MedEval separate from any bank account in which MedEval's other funds are maintained (the "**Special Account**"). The Company shall use these funds to pay costs and expenses of the Business, including, without limitation, payment of the Management Fee as described in **Article III**, and performance of any function required under this Agreement; provided, however, that prior to the payment of the Management Fee an amount equal to three (3) months of the operating expenses of MedEval (taking into consideration the expenses to be paid by the Company), as determined in the reasonable discretion of MedEval (the "**Operating Reserve**") shall be deposited from the Special Account to the operating account of MedEval (the "**Operating Account**"). MedEval and the Company shall cause periodic deposits to be made to the Operating Account to: (i) subject to Section 2.3, pay compensation and related costs for the physicians employed by MedEval and Approved Employees (defined below); and (ii) capital expenditures as agreed upon by MedEval and the Company (together, the "**MedEval Paid Expenses & Reserves**"). If, at any time, the Company elects to fund the payment of MedEval's expenses on a short term basis through the Company's accounts, then the Company may do so and shall be reimbursed for such expenses from the Special Account. "**Approved Employees**" means employees or contractor of MedEval whose employment was approved by the Company and for which MedEval is responsible for some or all of the costs for such employee or contractor.

(e) Nothing in this Article grants the Company authorization in any way to dispose of MedEval's assets without prior approval by MedEval.

(f) MedEval shall promptly forward to the Company copies of all documents relating to claims for items and services provided by the Business.

(g) The Company shall prepare, in the name of the Business and for MedEval's signature, all cost reports, exception requests, and other reports and data necessary for obtaining appropriate reimbursement for the items and services provided by the Business under the Medicare and Medicaid programs and any other third party payor programs in which the Business participates.

(h) All costs of establishing and maintaining billing, collection, accounting, tax reporting and similar systems (if purchased separately for MedEval), and for purchasing services from third parties regarding such matters, will be charged as an expense of the Business, and MedEval shall reimburse the Company for all such costs in accordance with this paragraph and **Section 2.5(d)** below.

Section 2.5 Accounting and Financial Services. The Company shall provide, or arrange for the provision of, accounting and financial services to MedEval for the Business as follows:

(a) At least thirty (30) days prior to the end of the fiscal year of MedEval, commencing with the first full fiscal year after the Effective Date, the Company shall submit to MedEval a draft budget for the Business, with an estimate of the operating revenues and expenses marketing and capital expenditures for the Business for the ensuing fiscal year. The budget shall contain an explanation of plans and projections regarding the operations of the Business, utilization, services,

staffing and other factors that may affect the budget, and shall include an amount equal to the Company's direct costs allocated to the Business and the Company's estimated Management Fee for the ensuing year. The budget may be updated from time to time, subject to MedEval's approval, to reflect changes in reimbursement levels and estimated expenses of the Business. Upon approval of a budget by MedEval, which approval shall not be unreasonably withheld, the parties shall use their commercially reasonable efforts to operate the Business so that actual expenses and revenues are consistent with the budget. If MedEval and Company cannot agree on the budget within such time period, then the prior year's actuals, increased by 2%, shall constitute the budget for the subsequent year until MedEval and Company agree to a new budget.

(b) The Company shall prepare and submit to MedEval monthly, quarterly and year-to-date comparative financial statements prepared, to the extent practicable, in a manner substantially consistent with generally accepted accounting principles **("GAAP")** for the Business, showing actual revenues and expenses of the Business, which shall include a report of utilization, an analysis of accounts receivable activity, and reasonable explanations of any variances from the budget.

(c) The Company shall operate financial and accounting systems for the Business, and shall use such accounting policies and procedures in a manner substantially consistent with GAAP for the Business, as necessary or appropriate for the operations of the Business and the performance of the Company's duties hereunder. The Company shall maintain a system of accounting and internal control that is administered in a manner that provides reasonable assurance as to the reliability of the financial information relating to the Business presented in the reports delivered by the Company to MedEval under this Agreement.

(d) On behalf of MedEval, the Company shall pay from the Special Account any and all costs and expenses related to the operation of the Business of which it is aware (or had notice), including without limitation the following:

(i) Costs to investigate and correct any violation or suspected violation of federal, state and municipal laws, ordinances, regulations and orders relative to the use, operating, repair and maintenance of the Clinics and MedEval's other facilities (if any), or relative to the rules, regulations or orders of the local Board of Fire Underwriters or other similar body.

(ii) Costs of making all repairs, replacements, additions, decorations and alterations at the Clinics and MedEval's other facilities (if any), including ongoing regular maintenance, normal janitorial services, refuse disposal and all other similar costs at the Clinics and MedEval's other facilities (if any).

(iii) Costs incurred by the Company in connection with the operation and management of the Business and the purchase of supplies, other goods and services.

(iv) Fees and expenses of accountants, auditors, attorneys and other professionals providing services to the Business.

(v) Cost of equipment and other capital expenditures made for the Clinics and MedEval's other facilities (if any).

(vi) All compensation and expense reimbursement payable to the Company pursuant to this Agreement.

(vii) Real estate lease, utility (telephone, electric, gas, water), property tax and insurance costs associated with the Clinics and MedEval's other facilities (if any).

(viii) Employee expenses for the employees retained by the Company providing services for the Business as described under **Section 2.3.**

Any shortfall between revenues and expenses will be considered an accrued liability of MedEval. The Company shall provide notice to MedEval in the event of any actual or projected shortfall, and MedEval will within two (2) business days after receipt of such notice deposit in the Special Account an amount of money sufficient to pay the shortfall.

(e) With regard to any emergency relating to building safety or other emergencies threatening damage to persons or to MedEval's facilities, then notwithstanding any limitations on Company's authority hereunder, the Company may make such emergency repairs and take such actions as reasonably necessary or advisable in connection therewith, at MedEval's expense. The Company will promptly notify MedEval of any such activity.

(f) To the extent that MedEval maintains any line of credit or other credit facility with a bank or other institution, the Company shall oversee and manage all advances and payment under such credit facility, the cost thereof to be borne by MedEval and paid in accordance with **Section 2.5(d).**

(g) The Company shall cause to be provided such information to members of MedEval regarding MedEval's taxable income or loss that is relevant to reporting MedEval's income. This information shall also show each member's distributive share of each class of income, gain, loss, or deduction. This information shall be furnished to MedEval's members as soon as reasonably practical (and in any event within the time period required by law) after the close of the Company's taxable year, the cost thereof to be borne by MedEval and paid in accordance with **Section 2.5(d).**

(h) The parties agree that the books and business records of the Business will remain under the ownership and control of MedEval at all times, and that the Company will function in an administrative capacity in performing its obligations hereunder. Notwithstanding the foregoing, financial, purchasing, payroll and other records of the Company shall be and remain the property of the Company.

Section 2.6 Policies and Procedures. The Company shall use commercially reasonable efforts to furnish and administer policies that are in compliance with all applicable laws in all material respects, including any amendments or modifications of those policies. The Company shall use commercially reasonable efforts to administer the policies and procedures of the Business, as adopted by MedEval. MedEval reserves the right to change the Business' policies, procedures and forms at any time, in its reasonable discretion, with the Company's input and subject to compliance with applicable law. Upon the termination or expiration of this Agreement, MedEval shall return all copies of all policies, procedures, and forms prepared by the Company for use by the Business, and MedEval agrees that all such documents are the sole property of the Company and are Confidential Information (as defined hereinafter) of the Company.

Section 2.7 Service Contracts. The Company shall negotiate, execute and maintain contracts and arrangements for and in the name of MedEval with such individuals or entities appropriate for the Business, including, but not limited to, ancillary medical items and services (e.g., laboratory, blood, pharmacy, etc.), third party payor contracts, affiliation agreements and related agreements, and other contracts or arrangements appropriate for the Business.

Section 2.8 Quality and Utilization Controls. At the Medical Director's request and under the Medical Director's supervision, the Company shall perform medical record audits and conduct utilization review and quality assurance/control review for the Business and other related activities as necessary and appropriate or as reasonably requested by MedEval for the operation of the Business.

ARTICLE III

COMPENSATION

Section 3.1 Compensation. In consideration of the provision of the Services and the use of the Facilities, MedEval shall pay the Company, and the Company shall accept as full and sufficient compensation therefor, the following:

(a) A monthly service fee equal to all of the Net Revenues received by MedEval **("Management Fee")**. In the event that this Agreement is terminated prior to the end of any calendar month, the Management Fee shall be prorated to reflect the actual number of days in which Services were rendered during that month. The Company will submit periodic invoices for the Management Fee and other expenses of the Business. The Company shall pay such invoices from the Special Account pursuant to the provisions of **Section 2.5(d)**. For purposes of this Agreement, "**Net Revenues**" shall mean:

(i) All revenues received by MedEval, less

(ii) All expenses of MedEval paid by the Company hereunder; less

(iii) All expenses of MedEval paid directly by MedEval hereunder (including the MedEval Paid Expenses & Reserves).

(b) The portion of the Management Fee (i) allocable to MedEval's use of the Equipment has been determined by the parties to equal the fair market value of the use of the Equipment, respectively, and (ii) allocable to the provision of the Services has been determined by the parties to equal the fair market value of such other services, without taking into account the volume or value of any referrals of business from the Company (or its affiliates) to MedEval, or from MedEval to the Company (or its affiliates), that is reimbursed under any governmental or private health care payment or insurance program.

(c) The Management Fee paid by MedEval to the Company hereunder has been determined by the parties through good-faith and arm's length bargaining. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral

of, or recommending referral of, patients by MedEval to the Company (or its affiliates) or by the Company (or its affiliates) to MedEval. In addition, the Management Fee charged hereunder does not include any discount, rebate, kickback, or other reduction in charge, and the Management Fee charged hereunder is not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by MedEval to the Company (or its affiliates) or by the Company (or its affiliates) to MedEval.

Section 3.2 Audit of Books and Records. Each of the Company and MedEval (or any member of MedEval) shall have the right, at its sole cost and expense, and upon reasonable prior notice to the other party, to audit the books and records maintained by the other party to verify the costs and expenses of operating the Business.

Section 3.3 Taxes. All taxes and other governmental obligations properly imposed on MedEval shall be the obligation of MedEval, and the Company shall have no responsibility for such liabilities. Each party shall be and remain the employer of its employee personnel. Such personnel shall at no time be deemed to be employees of the other party and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the other party to its employees.

Section 3.4 Termination Payments. If this Agreement is terminated prior to its expiration in accordance with **Section 4.1**, MedEval shall pay the Company any unpaid Management Fees and project development fees, on a pro rata basis, as applicable, for services rendered by the Company prior to the termination of the Agreement.

ARTICLE IV

TERM AND TERMINATION

Section 4.1 Term. The initial term (**"Initial Term"**) of this Agreement shall begin on the Effective Date and shall continue for ten (10) years unless sooner terminated as provided in this Agreement, and thereafter automatically renew for successive three (3) year periods (each, a **"Renewal Term"**) unless either party gives the other not less than ninety (90) days' written notice of nonrenewal prior to such renewal date unless sooner terminated as provided in this Agreement.

Section 4.2 Termination by the Company with Cause. This Agreement may be terminated in its entirety by the Company upon a material breach of any provision of this Agreement by MedEval if such breach is not cured within sixty (60) days after written notice is given to MedEval specifying the nature of the alleged breach.

Section 4.3 Termination by MedEval with Cause. This Agreement may be terminated by MedEval in the event of fraud or other illegal acts of the Company; provided, however, that such events must first have been proven in a court of competent jurisdiction and all related appeal rights have been exhausted prior to any termination pursuant to this Section 4.3. Except as provided in this Section 4.3, under no circumstances shall MedEval have the unilateral right to terminate this Agreement.

ARTICLE V

INDEMNIFICATION

Section 5.1 Company Indemnification. The Company shall indemnify, defend and hold harmless MedEval and its members, and any of their respective officers, directors, shareholders, managers, members and employees (**"Owner Indemnitees"**), from and against any and all liability, suits, claims, losses, damages and expenses (including reasonable attorneys' fees) (**"Losses"**) incurred by any Owner Indemnitee, to the extent such Losses arise from (i) any material breach by the Company of its obligations hereunder, or (ii) any willful misconduct or gross negligence by the Company in connection with its provision of Services hereunder. Notwithstanding the fact that the Company is providing staffing services to MedEval hereunder (as a pass-through expense), the parties agree that it is MedEval, rather than the Company, that will bear the risks inherent in having human actors onsite at the location(s) where the Business' clinical operations are conducted. Thus, notwithstanding any other provision in this Agreement, including this **Section 5.1**, the Company shall not be liable to any Owner Indemnitee, and shall not indemnify any Owner Indemnitee, for Losses due to or related to the conduct of the staff that is onsite at the location(s) where the Business' clinical operations are conducted, except and to the extent the Company breaches an express obligation hereunder. This **Section 5.1** provides the exclusive means for recovery for any Losses incurred by Owner Indemnitees with respect to this Agreement, whether incurred as a result of claims by third parties or as a result of acts or failures to act by the Company hereunder.

Section 5.2 MedEval Indemnification. MedEval shall indemnify and hold harmless the Company and its officers, directors, shareholders, affiliates and employees, from and against any and all Losses arising out of or in connection with or resulting from the Company's provision of services hereunder or the Company's capacity as administrative services provider hereunder, to the extent they arise from any event or circumstance for which the Company is not obligated to indemnify MedEval pursuant to **Section 5.1** above. In addition, MedEval shall indemnify, defend and hold harmless the Company for MedEval's failure to pay any expenses of the Business to the extent that necessary funds for such payment are not made available to the Company by MedEval upon request by the Company.

Section 5.3 Notice of Claims. If any person entitled to indemnification pursuant to this **Article V** (an **"Indemnified Party"**) has a claim for Losses resulting from the assertion of liability by a third party, such Indemnified Party will, within thirty (30) days after receiving notice thereof, give the other party (the **"Indemnitor"**) notice of any such third-party claim (provided that the Indemnified Party shall not be subject to any liability or loss for a delay in the delivery of such notice if such delay does not compromise or prejudice any right of the Indemnitor), and the Indemnitor may undertake the defense thereof if (i) the Indemnitor provides written notice to such Indemnified Party that the Indemnitor intends to undertake such defense and will indemnify the Indemnified Parties against all Losses resulting from or relating to such third-party claim pursuant to this **Article V**, (ii) the Indemnitor provides such Indemnified Party with evidence acceptable to such Indemnified Party that the Indemnitor will have the financial resources to defend against the third-party claim and fulfill its indemnification obligations hereunder, (iii) the third-party claim involves only money damages and does not seek an injunction or other equitable relief, (iv) settlement of, or an adverse judgment with respect to, the third-party claim is not, in the good

faith judgment of such Indemnified Party, likely to establish a precedent adverse to the continuing business interests of such Indemnified Party and (v) the defense of the third-party claim is conducted actively and diligently by legal counsel reasonably acceptable to such Indemnified Party. If the Indemnitor does undertake the defense of such claim in accordance herewith, the Indemnified Parties may, by counsel of their choice, participate in such proceedings, negotiations or defense at their own expense. The Indemnified Parties shall furnish to the Indemnitor in reasonable detail such information as the Indemnified Parties may have with respect to such claim, including all records and similar materials that are reasonably required in the defense of such third-party claim. In the event that within ten (10) days after notice of any such third-party claim, the conditions set forth in clauses **(i)** through **(v)** above are not satisfied, or if such conditions later become unsatisfied, each Indemnified Party will (upon further notice to the Indemnitor) have the right to undertake the defense, compromise or settlement of such claim, and shall continue to have all rights to indemnification hereunder. In that case, the Indemnitor may elect to participate in such proceedings, negotiations or defense at any time at its own expense, subject to any claims the Indemnified Parties may thereafter have under this **Article V**. No Indemnitor and no Indemnified Party may settle any claim for which indemnification is sought hereunder without the prior written consent of the other. All fees and expenses payable by Indemnitor pursuant to this **Article** V shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim.

Section 5.4 Payment and Offset. The Indemnitor shall pay, in cash, to the Indemnified Party who presents a claim for Losses subject to indemnification hereunder, the full amount of such claim, subject to the other provisions of this **Article V**, within thirty (30) days of the making of such claim, if the Indemnitor does not dispute such claim within such 30-day period. Any Indemnified Party may satisfy any undisputed claim for indemnity hereunder or any claim for indemnification in respect of a final judgment against the Indemnitor by offsetting such claim against any payment due to the Indemnitor from the Indemnified Party hereunder.

Section 5.5 Rights and Obligations Survive. The rights and obligations of the parties and the Indemnified Parties under this **Article V** shall survive any termination of this Agreement. The Indemnified Parties are express third party beneficiaries of this **Article V**.

ARTICLE VI

COVENANTS

Section 6.1 Nondisclosure of Proprietary Information. MedEval acknowledges and agrees that during the term hereof, it shall have access to Confidential Information (as defined below) and other proprietary information of the Company, its subsidiaries, or its affiliates which MedEval acknowledges and agrees is confidential. MedEval shall not, and its respective owners, employees, agents and affiliates of the foregoing shall not, except as may be required by any lawful subpoena, court order or legal process, at any time without the Company's prior written consent: (i) disclose any such information to any third party, or (ii) reproduce or utilize any such information in furtherance of any business venture other than the Business. If MedEval is required by lawful subpoena, court order, or legal process to disclose any Confidential Information or other proprietary information of the Company, MedEval shall provide sufficient notice thereof to the Company to enable the Company to seek a protective order or other appropriate legal or equitable

remedy to prevent such disclosure. The Company shall keep the Confidential Information of MedEval confidential subject to the same requirements applicable to MedEval in accordance with the first two sentences of this **Section 6.1**. The Company shall also keep medical records of MedEval confidential in accordance with all applicable state and federal laws. For purposes of this **Section 6.1**, the term **"Confidential Information"** shall mean the non-public information of a party, or any entity with which a party contracts to provide any of the Services, including, but not limited to, a formula, pattern, compilation, program, device, method, system, technique, process, financial information, business strategy, or costing data, patient list, payor list, manuals, policies and procedures, forms, contractual arrangements, etc. Confidential Information shall not include information which: (i) is known to the receiving party prior to receiving it from the other party, (ii) is generally known to the public; (iii) is disclosed to one party at any time by a third party who had the legal right to disclose it; or (iv) is independently developed by the other party in compliance with law. The provisions of this **Section 6.1** shall survive the termination of this Agreement.

Section 6.2 Nonsolicitation of Employees. MedEval agrees that the Company has invested, and will continue to invest, substantial time and effort in assembling and training the Company's present staffs and personnel, including personnel who provide services on the Company's behalf pursuant to this Agreement. In addition, as a result of employment by the Company, such personnel have gained, and will continue to gain, knowledge of the business affairs, marketing, patients and methods of operation of the Company that MedEval agrees are confidential information and trade secrets of the Company. Accordingly, throughout the term of this Agreement and for a period of two years after termination of this Agreement for any reason, neither MedEval nor any of its owners and affiliates (other than those who are affiliates of the Company) shall, at any time, directly or indirectly solicit, encourage, entice or induce for employment any employee of the Company (including any employee hired by the Company after the date hereof or after the termination hereof) or take any action which results in the termination of employment or other arrangements between the Company and such employee or otherwise interferes with such employment. The existence of any claim or cause of action by MedEval against Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of the foregoing, but shall be litigated separately.

Section 6.3 Reasonableness of Restrictions. The parties acknowledge that the restrictions in this **Article VI** are reasonable and necessary to protect the legitimate interests of the parties and that any violation would result in irreparable injury to the non-disclosing party. The parties further acknowledge that, in the event of a violation of any such restrictions, the non-disclosing party shall be entitled to preliminary and permanent injunctive relief without having to prove actual damages or immediate or irreparable harm or to post a bond. The non-disclosing party shall also be entitled to an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which the non-disclosing party may be entitled at law or in equity. Notwithstanding the foregoing, if the restrictions specified in this **Article VI** are adjudged unreasonable in any court proceeding, the parties hereby agree to the reformation of such restriction by the court to such limits as it finds reasonable, and neither party will assert that such restrictions should be eliminated in their entirety by such court.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Exhibits Incorporated by Reference. The Exhibits to this Agreement are a part of this Agreement as if set forth at length verbatim where reference is made to them in this Agreement.

Section 7.2 Change in Law. If there is a change in Medicare, Medicaid or other Federal or State statutes or regulations or in the interpretation thereof, which renders any of the material terms of this Agreement unlawful or unenforceable, this Agreement shall be amended by the parties hereto as a result of good faith negotiations to the least extent necessary in order to carry out the original intention of the parties in compliance with such law or regulation. In the event such law or regulation is subsequently amended or interpreted in such a way as to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered valid from the effective date of such interpretation or amendment.

MedEval and the Company further agree that the benefits to MedEval hereunder do not require, are not payment for, and are not in any way contingent upon, the referral (as that term is defined in 42 U.S.C. § 1395nn or 42 U.S.C. § 1320a-7(b)), admission or any other arrangement for the provision of any item or service offered by the Company to patients of MedEval in any facility or health care operation controlled, managed, or operated by the Company.

Section 7.3 Approvals. Where the agreement, approval, acceptance or consent by either party is required under of this Agreement, such action shall not be unreasonably delayed or withheld.

Section 7.4 No Requirement to Refer. Nothing in this Agreement, whether written or oral, nor any consideration in connection herewith contemplates or requires the referral of any patient. The Parties specifically acknowledge and agree that any benefits which the Company receives under this Agreement constitute reasonable payment for the services provided by the Company hereunder. Such benefits in no way require, are in no way contingent upon, and are in no way intended to induce the admission or referral of any patients to MedEval or any of its or their affiliates, and this Agreement is not intended to influence the judgment of a physician in choosing the medical facility appropriate for the proper treatment and care of his or her patients

Section 7.5 Assignment. Neither party shall have the right, without the other party's prior written consent, to assign this Agreement or to assign any of its rights hereunder, except to a purchaser of the Business; provided, that the Company may assign its rights to this Agreement to any Affiliate, and MedEval shall attorn to the assignee. If only a portion of the Business is sold, this Agreement will be partially assigned for that portion of the Business sold, and the Management Fee will be, ratably apportioned. Notwithstanding the foregoing, any merger, change of control, or sale of capital stock of the Company or its Affiliates, including any direct or indirect parent of the Company, shall not be an assignment hereunder.

Section 7.6 Force Majeure. If either party is delayed or prevented from fulfilling any of its obligations under this Agreement, other than the obligations relating to reimbursement of

expenses and payment of the Management Fee contained in **Article III**, by *force majeure*, such party shall not be liable under this Agreement for the delay or failure. *"**Force Majeure**"* means any cause beyond the reasonable control of a party, including but not limited to an act of God, act or omission of civil or military authorities of a state or nation, fire, strike, flood, riot, war, delay of transportation, or inability due to any of these causes to obtain necessary labor, materials or facilities.

Section 7.7 Amendment. This Agreement may be amended only by a writing signed by the Company and MedEval.

Section 7.8 Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties with respect to the subject matter hereof.

Section 7.9 Confidentiality of the Agreement. The terms and conditions of this Agreement, as well as any documents or information (not publicly available) provided in connection with the negotiation and preparation of this Agreement, are Confidential Information.

Section 7.10 Non-waiver. No delay or failure by a party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

Section 7.11 Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

Section 7.12 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado without regard to conflict of laws principles.

Section 7.13 Access to Books and Records.

(a) Access to the Company's Books and Records. To the extent that the cost or value of the Company's management services hereunder exceed or would exceed $10,000.00 for a twelve (12) month period, until expiration of a period of four (4) years following the last date the Company furnishes services pursuant to this Agreement, the Company shall make available to such entity, upon written request by the Secretary of HHS, the Comptroller General of the United States or any of their duly authorized representatives, all contracts, books, documents and other records of the Company which are necessary to verify the nature and extent of the costs of the Company's services hereunder. The Company shall notify MedEval within ten (10) days of receipt of such a request.

(b) Access to Subcontractor's Books and Records. If the Company carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of $10,000.00 or more over a twelve (12) month period, the Company will cause the subcontract to contain a clause to the effect that, until expiration of four (4) years after the furnishing of any service pursuant to the subcontract, the related organization shall make available, upon written request by the Secretary of HHS, the Comptroller General of the United States or any of their duly authorized representatives, the subcontract and the books, documents and other

records of the organization which are necessary to verify the nature and extent of the costs of the related organization's services.

(c) Purpose of Access Clauses. It is understood and agreed that this **Section 7.13** is designed to implement Section 1861(v)(1)(I) of the Social Security Act, as amended, and the regulations promulgated thereunder. If such statutory provision and regulations shall be deemed inapplicable hereto, then the access provisions of this **Section 7.13** shall be deemed inoperative and without force and effect.

Section 7.14 Notice. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement must be in writing and signed by the party giving the same and are deemed given or made (a) three (3) business days after being mailed by certified or registered mail, postage prepaid, (b) when hand delivered or (c) one (1) day after being sent by overnight delivery service, in each case to the intended recipient as indicated below or to any other address of which prior written notice has been given.

Section 7.15 Compliance with Law. Notwithstanding any other provision in this Agreement, MedEval remains responsible for ensuring that the ownership and operation of the Business, and any Services provided pursuant to this Agreement, comply with all pertinent provisions of Federal, state and local statutes, rules and regulations. Each of the Company and MedEval agrees that it shall use commercially reasonable efforts to comply with all pertinent provisions of Federal, state and local statutes, rules and regulations in carrying out its responsibilities hereunder.

Section 7.16 Representation by Counsel. The parties agree that each have had the benefit of representation by legal counsel in negotiating this Agreement. No party is to be construed as the drafter of this Agreement for purposes of determining the meaning of any provision of this Agreement, or for allocating the benefit of any future ambiguity.

Section 7.17 Severability. In the event any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement or any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement as of the day and year above written.

MVC TECHNOLOGOES USA, INC.

By: "signed" ;
Kash Qureshi, President

MEDEVAL CLINIC, LLC

By: "signed"
William Tyler Stone, D.O.; Manager

Exhibit A
Clinics

Clinic #1, Located at: 3100 N Academy Blvd #211, Colorado Springs, CO 80917
Clinic #2, Located at: 6650 S Vine St Suite L50, Centennial, CO 80121
Clinic #3, Located at: 7540 N 19th Ave Suite #102, Phoenix, AZ 85021

Exhibit B
Business Associate Agreement

MEDEVAL CLINIC, LLC
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this **"BAA"**) is entered into effective April 9, 2019 (the **"Effective Date"**) by and between MEDEVAL CLINIC, LLC, a Colorado professional limited liability company (**"MedEval"**) and MVC Technologies USA Inc., a Delaware corporation (**"Contractor"**). MedEval and the Contractor are sometimes individually referred to herein as a "**Party**" and collectively, as the "**Parties**."

WHEREAS, Contractor provides or is contracting to provide to MedEval the following services (collectively, the **"Services"**): provision of facilities and equipment; personnel for non-physician matters; billing and collection services; accounting and financial services; and other related administrative services as outlined in the Administrative Services Agreement by and between MedEval and Contractor dated an even date herewith, and

WHEREAS, in order for Contractor to provide the Services to MedEval, MedEval discloses to Contractor Protected Health information **("PHI"**) and Electronic Protected Health Information (**"EPHI"**) that is subject to protection under regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act of 1996 **("HIPAA"**), Health Information Technology for Economic and Clinical Health (**HITECH**) Act (**"HITECH"**), 45 CFR Parts 160 and 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (**"Privacy Rule"**), and 45 CFR Parts 160 and 164, Subparts A and C, the Security Standard (**"Security Rule"**). HIPAA, HITECH, the Privacy Rule, and the Security Rule, as all of the foregoing may be amended from time to time, are collectively referred to herein as the **"Privacy Laws"**) ; and

WHEREAS, pursuant to the Privacy Laws, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the Use and Disclosure of PHI and EPHI; and

WHEREAS, the purpose of this BAA is to comply with the requirements of the Privacy Laws, to the extent such Privacy Laws apply to the Parties and the Services, including, but not limited to, the Business Associate Agreement requirements at 45 CFR 164.308(b), 164.314(a), 164.502(e), and 164.504(e), and as may be amended.

NOW, THEREFORE, in consideration of Contractor providing to MedEval the Services, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Applicability**. The provisions of this BAA shall specifically apply to the Parties only to the extent that the following conditions apply (collectively, the **"Applicability Conditions"**): (i) MedEval is held to be a "Covered Entity" under the Privacy Laws; (ii) Contractor is held to be a "Business Associate" under the Privacy Laws; (iii) EPHI or PHI is disclosed to Contractor; and/or (iv) a Business Associate Agreement is otherwise required among the Parties in accordance with the Privacy Laws. By execution of this BAA, neither Party concedes that any of the Applicability Conditions apply under the Privacy Laws.

2. **Definitions**. Unless otherwise provided in this BAA, capitalized terms and phrases that are defined in the Privacy Laws have the same meanings as set forth in the Privacy Laws. When the phrase "Protected Health Information" and the abbreviation "PHI" are used in this BAA, they include the phrase "Electronic Protected Health Information" and the abbreviation "EPHI".

3. **Ownership of PHI**. PHI provided by MedEval to Contractor and its agents and subcontractors, or gathered by them on behalf of MedEval, under this BAA are the property of MedEval.

4. **Scope of Use and Disclosure by Contractor of Protected Health Information**.

4.1. Contractor is permitted to make Use and Disclosure of PHI that is disclosed to it by MedEval, or received by Contractor on behalf of MedEval, as necessary to perform its obligations under all applicable agreements and this BAA with MedEval, provided that MedEval may make such Use or Disclosure under the Privacy Laws, and the Use or Disclosure complies with MedEval's minimum necessary policies and procedures.

4.2. Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this BAA or Required by Law, Contractor may:

4.2.1. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Contractor;

4.2.2. Make a Disclosure of the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor; provided, however, that the Disclosure is permitted by the Privacy Laws if made by MedEval, or Required by Law; and provided further that where the Disclosure is not permitted by the Privacy Laws, or Required by Law, Contractor has received from the third party written assurances that (a) the information will be held confidentially and Used or further Disclosed only as Required By Law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify the Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached;

4.2.3. Engage in Data Aggregation activities, consistent with the Privacy Laws; and

4.2.4. De-identify any and all PHI created or received by Contractor under this BAA; provided that the de-identification conforms to the requirements of the Privacy Laws.

5. **Obligations of Contractor**. In connection with its Use and Disclosure of PHI under this BAA, Contractor agrees that it will:

5.1. Use or make further Disclosure of PHI only as permitted or required by the Privacy Laws, or this BAA or as Required by Law;

5.2. Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided by this BAA;

5.3. To the extent practicable, mitigate any harmful effect of a Use or Disclosure of PHI by Contractor in violation of this BAA that is known to Contractor;

5.4. Maintain a system or process to account for any Security Incident, Privacy Incident, or Use or Disclosure of PHI not provided for by this BAA of which Contractor becomes aware;

5.5. Within twenty four (24) hours of Contractor first becoming aware of a HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard identifier Incident, or Use or Disclosure of PHI not provided for by this BAA, notify MedEval;

5.5.1. An incident will be considered any physical, technical or personal activity or event that increases MedEval's risk to inappropriate or unauthorized use or disclosure of PHI or causes MedEval to be considered non-compliant with the Administrative Simplification Provision of HIPAA;

5.5.2. Notification will be made by Contractor to **William Tyler Stone, D.O.** at MedEval pursuant to the below contact information of any HIPAA Electronic Transactions and Code Sets, Privacy, Security or Standard identifier Incident, or Use or Disclosure of PHI not provided for by this BAA;

5.5.3. A written report of the incident, submitted to **William Tyler Stone, D.O.** at MedEval within ten (10) business days after initial notification, will document specifics surrounding the incident, what mitigation procedures were implemented to lessen the impact of the incident and what processes have been established to prevent the incident from occurring in the future (reasonable and appropriate safeguards). This report should be documented as a letter and sent to:

MEDEVAL CLINIC, LLC
Attn: William Tyler Stone, D.O., Manager
5245 Peaceful Place
Colorado Springs 80917

5.6. Require contractors, subcontractors or agents to whom Contractor provides PHI received from MedEval to agree to the same restrictions and conditions that apply to Contractor pursuant to this BAA, including implementation of reasonable and appropriate safeguards to protect PHI;

5.7. Make available to the Secretary of Health and Human Services Contractor's internal practices, books and records, including policies and procedures, relating to the Use or Disclosure of PHI for purposes of determining MedEval's compliance with the Privacy Laws, subject to any applicable legal privileges;

5.8. If the Contractor maintains PHI in a Designated Record Set, maintain the information necessary to document the Disclosures of PHI sufficient to make an accounting of

those Disclosures as required under the Privacy Rule and the Privacy Act, 5 USC 552a, and within ten (10) days of receiving a request from MedEval, make available the information necessary for MedEval to make an accounting of Disclosures of PHI about an individual in the Designated Record Set or MedEval's Privacy Act System of Records;

5.9. If the Contractor maintains PHI in a Designated Record Set or Privacy Act System of Records, within ten (10) days of receiving a written request from MedEval, make available PHI in the Designated Record Set or System of Records necessary for MedEval to respond to individuals' requests for access to PHI about them that is not in the possession of MedEval;

5.10. If the Contractor maintains PHI in a Designated Record Set or Privacy Act System of Records, within ten (10) days of receiving a written request from MedEval, incorporate any amendments or corrections to the PHI in the Designated Record Set or System of Records in accordance with the Privacy Laws;

5.11. Not make any Uses or Disclosures of PHI that MedEval would be prohibited from making;

5.12. When Contractor is uncertain whether it may make a particular Use or Disclosure of PHI in performance of this BAA, the Contractor will consult with the MedEval before making the Use or Disclosure;

5.13. The Contractor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality and integrity, and availability of the PHI that Contractor receives, maintains, or transmits on behalf of MedEval as required by the Privacy Laws and in accordance with industry best practices and all relevant security guidance with respect to such best practices;

5.14. The Contractor will provide satisfactory assurances that the confidentiality, integrity, and availability of the PHI, which it receives, creates, transmits or maintains, is reasonably and appropriately protected;

5.15. The Contractor will provide satisfactory assurances that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect the data; and

5.16. Upon completion of the applicable contract(s) or agreement(s), if immediate return or destruction of all data is not possible, the Contractor shall assure that all PHI retained will be safeguarded to prevent unauthorized Uses or Disclosures.

6. **Obligations of MedEval**. MedEval agrees that it:

6.1. Has obtained, and will obtain, from Individuals any consents, authorizations and other permissions necessary or required by laws applicable to MedEval for Contractor and MedEval to fulfill their obligations under this BAA;

6.2. Will promptly notify Contractor in writing of any restrictions on the Use and Disclosure of PHI about Individuals that MedEval has agreed to that may affect Contractor's ability to perform its obligations under this BAA; and

6.3. Will promptly notify Contractor in writing of any change in, or revocation of, permission by an Individual to use or disclose PHI, if such change or revocation may affect Contractor's ability to perform its obligations under this BAA.

7. **Indemnification**.

7.1. **By Contractor**. Contractor agrees to defend, indemnify and hold harmless MedEval and its affiliates, officers, employees, directors, and agents (collectively, **"MedEval Parties"**), from and against any and all costs (including reasonable attorneys' fees), expenses, claims, liabilities, penalties, and damages arising out of or in connection with any legal action or claim brought by a third party against any MedEval Parties that (i) are attributable to the acts or omissions of any Contractor Parties (as defined below), or (ii) arise out of any Contractor Parties' violation of any applicable law, including without limitation, the Privacy Laws.

7.2. **By MedEval**. MedEval agrees to defend, indemnify and hold harmless Contractor and its affiliates, officers, employees, directors, and agents (collectively, **"Contractor Parties"**), from and against any and all costs (including reasonable attorneys' fees), expenses, claims, liabilities, penalties, and damages arising out of or in connection with any legal action or claim brought by a third party against any Contractor Parties that (i) are attributable to the acts or omissions of any MedEval Parties, or (ii) arise out of any MedEval Parties' violation of any applicable law, including without limitation, the Privacy Laws.

8. **Termination**.

8.1. **Termination for Cause**. Upon MedEval's knowledge of a material breach by Contractor, MedEval shall either: (a) provide an opportunity for Contractor to cure the breach or end the violation; or (b) immediately terminate this BAA if Contractor has breached a material term of this BAA and cure is not possible. If Contractor does not cure the breach (to the extent curable) or end the violation within the time specified by MedEval, MedEval may terminate this BAA. MedEval's failure to terminate this BAA for a breach by Contractor shall not preclude MedEval from terminating this BAA for such breach at some point in the future or for any future breach.

8.2. **Automatic Termination**. This BAA will automatically terminate upon completion of the Contractor's duties under this BAA or by mutual written agreement to terminate this BAA.

8.3. **Termination for Convenience**. MedEval shall have the option to terminate this BAA, for any reason whatsoever, by providing Contractor with at least thirty (30) days prior written notice of such termination. In addition, this BAA may be terminated immediately by MedEval, if appropriate, upon review as provided in Section 14 of this BAA.

8.4. **Effect of Termination**. Termination of this BAA will result in cessation of activities by the Contractor, and any agents or subcontractors of it involving PHI under this BAA.

8.5. **Return or Destruction of PHI upon Contract Termination**. Contractor must return or destroy all PHI at termination of the BAA, if feasible, and keep no copies. Contractor shall certify in writing to MedEval that such destruction has occurred. If return or destruction is not feasible, the Contractor must extend continuing protections to the PHI and limit further uses and disclosures to those purposes that make return or destruction of the information infeasible.

9. **Amendment**. Contractor and MedEval agree to take such action as is necessary to amend this BAA for MedEval to comply with the requirements of the Privacy Laws or any other applicable law.

10. **No Third Party Beneficiaries**. Nothing expressed or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. **Other Applicable Law**. This BAA does not, and is not intended to, abrogate any responsibilities of the Parties under any other applicable law.

12. **Effect of Agreement**. With respect solely to the subject matter herein, in the case of any conflict in terms between this BAA and any other previous agreement or addendum between the parties, the terms of this BAA shall control and supersede and nullify any conflicting terms as it relates to the Parties in a business associate relationship.

13. **Effective Date**. This BAA shall be effective as of the Effective Date first referenced above.

14. **Review Date**. The provisions of this BAA will be reviewed by MedEval every two years from Effective Date to determine the applicability of the BAA based on the relationship of the parties at the time of review.

15. **Remedies**. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this BAA by either Party or any of the MedEval Parties or Contractor Parties and that an aggrieved Party shall be entitled to equitable relief, including injunctions and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by the defaulting Party of this BAA but shall be in addition to all other remedies available at law or equity.

16. **Survival**. The respective rights and obligations of the Parties under Sections 1, 2, 7, 8.5, 15, and 17 of this BAA shall survive the termination of this BAA.

17. **Interpretation**. Any ambiguity in this BAA shall be resolved to permit MedEval to comply with the Privacy Laws.

IN WITNESS WHEREOF, this BUSINESS ASSOCIATE AGREEMENT has been executed by the Parties to be effective as of the Effective Date.

MedEval:

MEDEVAL CLINIC, LLC

By: "signed"
William Tyler Stone, D.O., Manager

Contractor:

MVC TECHNOLOGOES USA, INC.

By: "signed"
Name: Kash Qureshi
Title: President

[Signature Page to Business Association Agreement]

EXHIBIT B
MEDICAL ADVISORY AGREEMENT

MEDICAL ADVISORY AGREEMENT

THIS MEDICAL ADVISORY AGREEMENT (the "**Agreement**"), effective as of March 9, 2019, is by and between MVC Technologies USA Inc., a Delaware corporation ("**MVC**"), and William Tyler Stone, D.O., a Colorado licensed physician ("**Medical Advisor**", and each being referred to herein as a "**Party**", and collectively as the "**Parties**").

RECITALS:

A. MVC is a healthcare management company providing administrative services to MedEval Clinic, LLC (the "**Practice**").

B. MVC desires to contract with the Medical Advisor to consult with MVC and advise MVC in support of the delivery of administrative services to the Practice under the Administrative Services Agreement between the Practice and MVC ("**ASA**").

C. The Medical Advisor shall at all times be licensed to practice medicine in the State of Colorado, shall be a member of the Practice, and shall provide administrative services in the capacity of Medical Advisor, according to the terms set forth herein.

AGREEMENT:

In consideration of the terms of this Agreement and other good and valuable consideration, the mutual receipt and legal sufficiency of which is acknowledged, the Parties agree as follows:

1. OBLIGATIONS OF MEDICAL ADVISOR

A. The Medical Advisor's services and duties shall include the following:

(1) Serving as a MVC Medical Advisor and fulfilling the responsibilities of that position as described herein.

(2) Assisting in the coordination, development, implementation and delivery of medico-administrative policies and services as are necessary for the smooth, effective and safe functioning of the Practice pursuant to the ASA.

(3) Performing the following management duties: (a) promote and participate in a collaborative leadership team; (b) collaborate with MVC leadership and administrative leadership to help ensure that MVC's and the Practice's performance meets or exceeds applicable standards, and that the Practice is operated in accordance with all applicable ethical and professional standards; (c) work with the Practice's leadership to help ensure that it meets or exceeds its defined objectives for improvement, growth and expansion of services; and (d) help build morale, stability, teamwork and competence among the employees working at the Practice through supervision, counseling, training and remediation when needed, included positive reinforcement when appropriate.

(4) Providing counseling, advice, information and general support to the Practice's employees when needed.

B. As reasonably requested by MVC, the Medical Advisor shall attend medical and administrative meetings of the Practice and MVC and serve on MVC committees.

C. The Medical Advisor shall acknowledge and at all times comply with all policies and procedures of the Practice and MVC, and with all pertinent provisions of applicable state and federal law, and the ethical and professional standards of the American Medical Association.

D. The Medical Advisor agrees not to purchase or sell securities of CB2 Insights Inc. where they have knowledge of a material fact or material change with respect to CB2 Insights Inc. that has not been generally disclosed (insider trading) and from informing others of such information, other than in the necessary course of business, before such information has been generally disclosed (tipping).

II. OBLIGATIONS OF MVC

A. MVC shall support the Medical Advisor and shall ensure that an effective liaison with MVC leadership is provided, including consideration of policies and procedures recommended by the Medical Advisor.

B. MVC shall provide, or cause to be provided, reasonable and necessary office space and administrative support to assist the Medical Advisor in performance of his obligations pursuant to this Agreement.

III. TERM AND TERMINATION

A. The term of this Agreement (the "**Term**") shall be for a period of one year commencing on the date first written above, unless earlier terminated in accordance with the terms of this Agreement. Provided this Agreement is in full force and effect and the Medical Advisor is not in default hereunder, this Agreement shall renew on an annual basis for one-year terms.

B. Either Party may terminate this Agreement, without cause for any reason, on written notice to the other Party.

C. This Agreement shall terminate automatically upon the death, retirement or the permanent disability or permanent incapacity (as determined by a recognized medical authority) of the Medical Advisor.

D. MVC may terminate this Agreement immediately upon written notice to the Medical Advisor in the event of a conviction of the Medical Advisor of any felony, any crime involving moral turpitude or a violation of laws concerning the practice of medicine or health care generally; the revocation for any reason of the Medical Advisor's license to practice medicine; a material breach by the Medical Advisor of this Agreement, the employment agreement between the Medical Advisor and the Practice, if any, or the Bylaws of the Practice; or the exclusion of the Medical Advisor from participation in any governmental health care program.

IV. MISCELLANEOUS

A. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement (each a "**Notice**") shall be in writing and will be deemed to have been given (1) when personally delivered, (2) when receipt is electronically confirmed, if sent by electronic transmission device; provided, however, that if receipt is confirmed after normal business hours of the recipient, notice shall be deemed to have been given on the next business day, (3) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, or (4) three (3) business days after being sent by registered or certified mail. Notices to MVC or Medical Advisor shall, unless another address is specified in writing, be sent to the addresses set forth below.

To MVC: 5045 Orbitor Drive
Building 11, Unit 300
Mississauga, ON
L4W 4Y4

Attention: Kash Qureshi, COO

To Medical Advisor: William Tyler Stone
5245 Peaceful Pl
Colorado Springs, CO
80917

B. Relationship of the Parties. MVC and the Medical Advisor are independent contractors, and neither Party shall have the power to obligate or bind the other Party whatsoever beyond the terms of this Agreement. This Agreement shall not be deemed to create an employment relationship, partnership or agency between Parties. Payment of taxes and arrangements for insurance benefits shall be the exclusive responsibility of the Medical Advisor which he or she hereby expressly agrees to discharge fully. The Medical Advisor shall not have any claim under this Agreement or otherwise against MVC for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability benefits, unemployment insurance benefits, or employee benefits of any kind.

C. Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party.

D. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the Parties as expressed herein.

E. Entire Agreement; Amendment. This Agreement, along with all agreements referred to herein, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the Parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the Parties.

F. Waiver. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the Party charged with such waiver.

G. Confidentiality. As Medical Advisor and as provider of professional services to the Practice's patients, the Medical Advisor may have access to the Practice's patient records and information ("Patient Information"). The Medical Advisor shall use his best efforts to preserve the confidentiality of all Patient Information and shall adhere to MVC's and the Practice's policies and procedures governing the confidentiality of Patient Information, as in effect and amended from time to time, including compliance with the requirements of the Privacy Regulations of the Health Insurance Portability and Accounting Act of 1996, as amended ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009, as amended ("HITECH"), any equivalent and applicable Connecticut privacy laws, and all applicable implementing regulations, rules, ordinances, judgments, and orders of the aforementioned laws. The provisions of this Section IV (G) shall survive termination of this Agreement for any reason.

H. Governing Law. This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the State of Colorado exclusive of Colorado's choice of law provisions and principles.

I. Consent to Jurisdiction; Waiver of Jury Trial. All judicial proceedings brought against the parties arising out of or relating to this Agreement, or any obligations hereunder, shall be brought in the State of Colorado or any Federal court of competent jurisdiction in the State of Colorado. By executing and delivering this agreement, the Parties, irrevocably (1) accept generally and unconditionally the exclusive jurisdiction and venue of these courts; (2) waive any objections which such Party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (1) above and hereby further irrevocably waive and agree not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum; (3) agree that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to such Party at their respective addresses provided in accordance with Section IV A; and (4) agree that service as provided in clause (3) above is sufficient to confer personal jurisdiction over such Party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect. The Parties hereto irrevocably waive, and agree to cause their subsidiaries to waive, the right to trial by jury in any action to enforce or interpret the provisions of this Agreement or the transactions contemplated hereby

J. Binding Effect. This Agreement shall be binding on and inure to the benefit of, the Parties and their respective successors and permitted assigns.

MVC TECHNOLOGIES USA, INC.:

By: "signed"
Name: Kash Qureshi
Title: President

MEDICAL ADVISOR:

By: "signed"
Name: William Tyler Stone, D.O.

[Signature Page to Medical Advisory Agreement]

EXHIBIT C
SUCCESSION AGREEMENT

SUCCESSION AGREEMENT

This **SUCCESSION AGREEMENT** ("Agreement") is effective as of April 9, 2019 (the "Effective Date"), by and among MedEval Clinic, LLC., a Colorado professional limited liability corporation (the "Company"), William Tyler Stone, D.O. ("Unit Holder"), and MVC Technologies USA Inc., a Delaware corporation ("MVC") (individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, as of the date hereof, Unit Holder owns 100% of the issued and outstanding units of the Company (the "Units");

WHEREAS, MVC provides comprehensive management services to the Company pursuant to that certain Administrative Services Agreement, effective as of April 9, 2019 ("ASA");

WHEREAS, MVC contracts with the Unit Holder to consult with MVC and advise MVC in support of the delivery of administrative services pursuant to a certain Medical Advisory Agreement, effective as of April 9, 2019 ("MAA");

WHEREAS, Unit Holder and the Company agree to enter into this Agreement as security for any funds advanced to the Company under the ASA; and

WHEREAS, the Parties wish to enter into this Agreement to provide for the election and removal of the director of the Company, to provide for the Transfer (as herein defined) of the Units under the circumstances and pursuant to the terms and conditions set forth below, and to establish qualifications and succession mechanisms for the Unit Holder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

The following terms have the following meanings within this Agreement:

"Affiliate" 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. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Succession Agreement and all amendments made in accordance with the provisions hereof.

"ASA" is defined in the recitals.

"Board" is defined in Section 2.01.

"Company" is defined in the preamble.

"Disability" shall mean an illness, physical or mental disability or other incapacity, that renders the applicable Unit Holder unable to perform his or her essential job functions even with the aid of reasonable accommodations for a period of either: (i) one hundred twenty (120) consecutive days; or (ii) one hundred fifty (150) non-consecutive days in any consecutive three hundred sixty-five day period (the occurrence of which shall constitute a "Disability").

"Effective Date" is defined in the preamble.

"MAA" is defined in the recitals.

"MVC" is defined in the preamble.

"Notice" is defined in Section 9.02.

"Party" and "Parties" are defined in the preamble.

"Person" means any individual, trust (or any of its beneficiaries), estate, partnership, association, limited liability company or companies, any other enterprise engaged in the conduct of business or operating as a non-profit entity, however formed or wherever organized, or any governmental body, agency or unit.

"Physician Designator" is defined in Section 4.01.

"Pledge Agreement" is defined in Section 4.02.

"Qualified Buyer" is defined in Section 4.01.

"Unit Holder" is defined in the preamble.

"Units" is defined in the recitals.

"Succession Event" is defined in Section 3.02.

"Transfer" means any proposed, claimed or asserted voluntary or involuntary disposition of any Units by any Unit Holder or by such Unit Holder's agent, executor, administrator, trustee, receiver or other legal representative in any manner whatsoever including, but not limited to, the following: disposition by gift, sale, exchange or devise, pledge, mortgage, assignment, grant of a security interest or other encumbrance, attachment, levy of execution or seizure by creditor whether or not by judicial process, assignment for the benefit of creditors, distribution by executor, administrator or trustee, and passage under any judicial order or legal process in law or equity, including passage by reason of descent and distribution, dissolution of marriage, bankruptcy, legal incapacity or insanity, and transfer to a receiver for the administration of property of a Unit Holder or a transfer for estate planning purposes.

ARTICLE II.
BOARD COMPOSITION

2.01. Board and Officer Composition. Unit Holder, as the sole holder of the Units, shall elect himself or herself as the sole manager of the Company's board of managers (the "Board"). Unit Holder must remain a Colorado licensed physician during his or her term in office as a manager. Except as otherwise set forth in this Agreement, Unit Holder shall not take any action to increase the size of the Board or number of officers of the Company. Further, the Board shall elect officers in compliance with the terms of the Company's bylaws; provided, that Unit Holder shall be the President of the Company.

2.02. Election of Director Upon Expiration of Term of Office. Upon the expiration of Unit Holder's term of office as director of the Company, Unit Holder shall re-elect himself or herself as the sole director, provided that he or she holds a license to practice medicine in the State of Colorado.

ARTICLE III.
GENERAL PURPOSE

3.01. Removal of Unit Holder. The purpose of this Agreement is to provide for the immediate transfer of all Units held by Unit Holder upon the occurrence of a Succession Event as defined in Section 3.02 below and the removal of Unit Holder from the Board.

3.02. Succession Event. Each of the following events shall constitute a "Succession Event" pursuant to which the Units may be transferred to a Qualified Buyer and Unit Holder may be removed from the Board in compliance with Section 4.01 below:

(a) death of Unit Holder;

(b) Disability of Unit Holder;

(c) Unit Holder does not, or fails to, meet all requirements for ownership of the Company under applicable law or does not enter into and remain bound by a Succession Agreement substantially similar to this Agreement, a Pledge Agreement (as defined in Section 4.02 below) and an employment arrangement with an Affiliate of MVC;

(d) an actual or proposed voluntary or involuntary Transfer;

(e) the voluntary or involuntary termination, breach, or occurrence of any event or circumstance which could constitute or would cause a breach, of any agreement between or among any of MVC (or any parent company, subsidiary or affiliate of MVC), the Company and Unit Holder, including, without limitation, the ASA, and the MAA, this Agreement or Unit Holder's service or consulting arrangement with an Affiliate of MVC;

(f) an uncured breach of this Agreement, the MAA, or the ASA that is the result of the action or inaction of Unit Holder;

(g) Unit Holder's (i) conviction for any misdemeanor involving fraud or moral turpitude or, if Unit Holder participates in one or more federal health care programs, any misdemeanor which would prevent his or her participation in a federal health care program or (ii) conviction for any felony;

(h) any action by Unit Holder to cause (i) the merger or consolidation of the Company with another entity, (ii) the sale or issuance of any of the Company's capital stock, (iii) any type of reorganization of the Company, (iv) the sale of the Company's assets in other than the normal course of its business, or (v) the incurrence of any indebtedness or guarantee of indebtedness for borrowed money by the Company from any Person other than MVC or an Affiliate of MVC;

(i) any affirmative action by Unit Holder to cease the operations of or dissolve the Company;

(j) the expulsion, suspension, or exclusion of Unit Holder from the Medicare, Medicaid, or TRICARE programs, or from any program funded or sponsored by any state or local government in which Unit Holder, MVC or an Affiliate of MVC participates;

(k) pursuit by Unit Holder of any interest contrary to the interests of the Company;

(l) any other action or inaction by Unit Holder which would jeopardize the provision of professional medical services provided by the Company; or

(m) the two (2) year anniversary of the Effective Date.

ARTICLE IV.
SUCCESSION PLAN FOR UNITS

4.01. Physician Designator; Transfer Right. Notwithstanding anything herein to the contrary, upon the delivery of notice from MVC to Unit Holder of the occurrence of any Succession Event, all of the Units in the Company held by Unit Holder immediately shall be deemed to be automatically transferred to the Qualified Buyer (as defined below) without any further action by Unit Holder. The purchase price for the Units shall be one hundred dollars ($100.00), regardless, for the avoidance of doubt, of the number of Units then outstanding. For purposes of this Agreement, "Qualified Buyer" shall mean a person who is appointed to be the Qualified Buyer pursuant to the procedure set forth in this Section 4.01, which person meets all requirements for ownership of the Company under applicable law and who shall enter into a succession agreement substantially similar to this Agreement, a Pledge Agreement (as defined in Section 4.02), and a service or consulting arrangement with an Affiliate of MVC substantially similar to the MAA. Unit Holder hereby irrevocably grants to MVC the fully assignable right, but not the obligation, to designate a physician licensed to practice medicine in the state of Colorado in MVC's sole discretion (the "Physician Designator") who shall be responsible for approving a Qualified Buyer pursuant to this Section 4.01. Upon the Physician Designator's approval of the Qualified Buyer pursuant to the terms of this Agreement, the Company shall record the Transfer to the Qualified Buyer on the books of the Company.

4.02. Deposit and Pledge of Units. Upon execution of this Agreement, Unit Holder shall execute and deliver to MVC all documents necessary to pledge and transfer the Units pursuant to Section 4.01 hereof and to secure Unit Holder's performance hereunder, including any stock certificates, stock powers or consents that must be obtained, duly executed in blank with all appropriate transfer stamps affixed thereto, and the form pledge agreement attached as Exhibit A (the "Pledge Agreement"). Upon the execution of this Agreement and continuously until the Transfer as provided in Section 4.01 or the termination of this Agreement in accordance with its terms, the Units shall be pledged to MVC to secure Unit Holder's performance hereunder and shall be held by MVC in the capacity of pledgee; provided, that in no event shall MVC be permitted to vote the Units and nothing contained herein shall be construed as a voting trust, proxy or other arrangement vesting MVC with the authority to exercise the voting power of the Units. Unit Holder hereby acknowledges and agrees that, upon the Transfer as provided in Section 4.01, MVC shall have the right and authority to administer the Transfer to a Qualified Buyer appointed by Physician Designator and such Qualified Buyer shall, for all purposes, thereafter be the record owner of all rights, title and interest in and to the Units so transferred.

4.03. Further Instruments. Notwithstanding Section 4.01 above, Unit Holder shall execute such further documents and instruments as may be deemed necessary or desirable by the Physician Designator and/or MVC (acting in support of the Physician Designator), in their sole discretion, to effect the provisions of this ARTICLE IV.

4.04. Restrictions on Transfers, Dividends and Indebtedness. During the term of this Agreement neither Unit Holder nor any of Unit Holder's agents, executors, administrators, trustees, receivers or other legal representatives shall at any time announce, attempt, commence or effect a Transfer, except for a Transfer made pursuant to Section 4.01. Any attempted Transfer in violation of these restrictions is null and *void ab initio*. The Company shall not affect any Transfer prohibited under this Agreement on the books of the Company, and shall not recognize any other rights in governance of the Company, pursuant to a prohibited Transfer. In addition, Unit Holder shall not, and shall not cause or permit the Company to declare or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to the Units or incur any indebtedness or guarantee of indebtedness for borrowed money by the Company from any Person other than MVC or an Affiliate of MVC, or subject any assets or properties of the Company to liens or encumbrances.

4.05. Legend. Promptly after execution of this Agreement, if Units are represented by a certificate, Unit Holder shall deliver to the Company certificates representing all of the Units owned by him or her and the Company shall cause to be conspicuously endorsed on each such certificate a legend reading substantially as follows:

> THE UNITS OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS CONTAINED IN A SUCCESSION AGREEMENT AMONG MVC, THE COMPANY, AND THE HOLDER OF THIS CERTIFICATE.

4.06. Security. As security and collateral for the obligations of Unit Holder to MVC under this Agreement, Unit Holder hereby grants a first priority security interest to MVC in all of the Units and any proceeds with respect to the Units. Unit Holder and Company shall execute such further documents and instruments as are deemed necessary or desirable by MVC, in MVC's sole discretion, to effect the provisions of this Section 4.06.

ARTICLE V.
ADDITIONAL OBLIGATIONS OF THE COMPANY, UNIT HOLDER AND MVC

5.01. Conduct of Business; Practice of Medicine by Licensed Physicians. Unit Holder shall conduct its business efficiently and without voluntary interruption and preserve all rights, privileges, and franchises held by the Company, including but not limited to the maintenance of all contracts, copyrights, trademarks, licenses, and registrations. The Company shall pay promptly all taxes and assessments owed by the Company when due. Notwithstanding anything to the contrary, MVC shall have no authority over any action of the Company requiring the professional medical judgment of a licensed physician. A licensed physician employed by or contracting with the Company shall have the exclusive authority over any action requiring professional medical judgment.

5.02. Use. Unit Holder shall perform all acts necessary to maintain, preserve, and protect the assets, operations, books and records of the Company and shall cause the Company to make use of the assets, operations, books and records of the Company with reasonable care to prevent diminution in value of the Company.

5.03. Access. The Company shall permit MVC and MVC's representatives to inspect the assets and any legal, accounting or other books and records of the Company and to make copies of records and reports pertaining to the assets of the Company, during normal business hours upon request by MVC.

5.04. Notice. Unit Holder shall notify MVC promptly in writing of any default, potential default, any Succession Event, or any development that might have a material adverse effect on the Company's assets or the Units, or any litigation involving the Company.

5.05. Representation by Unit Holder. Unit Holder represents, warrants and covenants that Unit Holder (a) has not taken any action that could result in any encumbrance on the Units and (b) has not caused, and shall not cause, the Company to incur any indebtedness or guarantee any indebtedness for borrowed money from any Person other than MVC or an Affiliate of MVC.

5.06. Indemnification by the Company. The Company shall indemnify MVC and its Affiliates against any and all damages, judgments, fines, fees, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, encumbrances and actual costs and expenses (including, without limitation, attorney's fees, interest and penalties), caused to MVC and/or its Affiliates by reason of its interest in the Units or for any breach by the Company of this Agreement.

5.07. Indemnification by MVC and the Company. MVC and the Company shall jointly and severally indemnify, defend and hold harmless Unit Holder from and against any and

all damages, judgments, fines, fees, losses, settlement payments, obligations, liabilities, claims, actions or causes of action, encumbrances and actual costs and expenses (including, without limitation, attorney's fees, interest and penalties) sustained, incurred, paid, payable or for which Unit Holder may become legally obligated to pay as a result of any threatened, pending or completed proceeding, demand, assessment, judgment, claim, suit, action or cause of action (collectively, "Actions" and each an "Action"), whether civil, criminal, arbitrational, administrative or investigative, brought against Unit Holder in any way related to or connected with the Company or any of the Company's subsidiaries or affiliates (including, without limitation, any activities taken by Unit Holder on behalf of, or in connection with the operations or activities of, the Company or any of its subsidiaries or affiliates, in the capacity of an agent, officer, employee, manager, director or any other similar agent, provided that such activities taken by Unit Holder do not constitute gross negligence, fraud or Unit Holder's material breach of this Agreement), regardless of when such Action is brought. In addition, each of the Company and MVC agrees to indemnify, defend and hold harmless Unit Holder from and against all actual costs and expenses (including, without limitation, attorney's fees, interest and penalties) sustained, incurred, paid, payable or for which Unit Holder may become legally obligated to pay, in connection with any threatened, pending or completed Action, whether civil, criminal, arbitrational, administrative or investigative incident to any of the matters for which indemnity is provided herein. The indemnification provided for in this Agreement shall be in addition to, and not in substitution of, any and all other rights to indemnification or rights under insurance policies Unit Holder may have as an agent, officer, employee, manager, director or any other similar agent of the Company or any of its subsidiaries or affiliates.

5.08. Expenses. The Company shall pay all expenses, including attorneys' fees, incurred by MVC in the perfection, preservation, realization, enforcement, and exercise of its rights under this Agreement, including but not limited to accounting, correspondence, collection efforts, filing, recording, and recordkeeping.

ARTICLE VI.
NO INCONSISTENT AGREEMENTS

Unit Holder represents to MVC that Unit Holder has not granted, and is not a party to, any proxy, voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement. During the term of this Agreement, Unit Holder shall not grant any proxy or become party to any voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement. Unit Holder hereby agrees not to amend the Articles of Incorporation or Bylaws or similar governing documents of the Company in any manner that would be inconsistent with the terms and provisions of this Agreement.

ARTICLE VII.
TERM AND TERMINATION

This Agreement shall commence as of the Effective Date and shall continue for so long as Unit Holder owns any Units.

ARTICLE VIII.
EQUITABLE REMEDIES

Because the Units subject to this Agreement are Units in a closely held entity and in order to effect the purposes of this Agreement, each of the Parties agrees that the remedy at law for failure of any Party to perform would be inadequate, that any such failure would cause irreparable harm and monetary damages would be insufficient and not easily calculated, and that the injured Party or Parties, at its or their option, has the right to compel the specific performance of this Agreement in a court of competent jurisdiction without the necessity of proving actual damages or posting bond. This right is in addition to and not in lieu of any additional or alternative right or remedy which may be available to a Party at law or in equity.

ARTICLE IX.
MISCELLANEOUS PROVISIONS

9.01. Assignment; Change of Control.

(a) MVC may assign this Agreement (or any or all of its rights) or delegate any or all of its obligations hereunder to any of its Affiliates.

(b) MVC may assign this Agreement to an entity of any kind succeeding to the business of MVC in connection with the merger, consolidation, or transfer of all or substantially all of the assets and business of MVC to such successor.

(c) Neither Unit Holder nor the Company may assign any of its rights or delegate any of its duties or obligations hereunder without the prior written consent of MVC.

9.02. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement (each a "Notice") shall be in writing and will be deemed to have been given (a) when personally delivered, (b) when receipt is electronically confirmed, if sent by electronic transmission device; provided, however, that if receipt is confirmed after normal business hours of the recipient, notice shall be deemed to have been given on the next business day, (c) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, or (d) three (3) business days after being sent by registered or certified mail. Notices, demands and communications to the Company, Unit Holder and MVC shall, unless another address is specified in writing, be sent to the address indicated below:

If to Unit Holder:

William Tyler Stone, D.O.
5245 Peaceful Pl
Colorado Springs, CO 80917

If to the Company:

MedEval Clinic, LLC
8585 Criterion Drive
PO Box 62987
Colorado Springs, CO
USA

If to MVC:

MVC Technologies USA Inc. and CB2 Insights Inc.
c/o 5045 Orbitor Drive
Building 11, Unit 300
Mississauga, Ontario
L4W 4Y4

Attention: Kashaf Qureshi, President
Email: kash.qureshi@cb2insights.com

9.03. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the Parties as expressed herein.

9.04. Governing Law. This Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the laws of the State of Colorado exclusive of Colorado's choice of law provisions and principles.

9.05. Entire Agreement; Amendment. This Agreement, along with all agreements referred to herein, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the Parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the Parties.

9.06. Headings. The captions at the head of a section or a paragraph of this Agreement are designed for convenience of reference only and are not to be used to interpret any provision of this Agreement.

9.07. Waiver. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the Party charged with such waiver.

9.08. Construction. The language herein shall be construed, in all cases, according to its plain meaning, and not for or against either Party. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction which states that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

9.09. Waiver of Breach. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

9.10. Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the Parties may have, at law or in equity.

9.11. Attorneys' Fees. If legal action is commenced by either Party to enforce or defend its rights under this Agreement, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. The term "prevailing party" shall mean the Party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable attorneys' fees" are those attorneys' fees actually incurred in obtaining a judgment in favor of the prevailing party.

9.12. Survival. Sections 4.03, 5.05, 5.06, and 5.07 and ARTICLE VIII and ARTICLE IX shall survive the expiration, termination, or rescission of this Agreement indefinitely or until the latest date permitted by law. The indemnification obligations for inaccuracy or breach of any representations, warranties, covenants and other agreements set forth in this Agreement shall survive the expiration, termination, or rescission of this Agreement for a period of six (6) years or, to the extent such period exceeds the survival period permitted by law, until the latest date permitted by law.

9.13. Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or email with PDF attachment) each of which is deemed an original, and all of which constitute one and the same instrument.

9.14. Parties in Interest. This Agreement is binding upon the spouses, heirs, executors, administrators, legal representatives, successors and permitted assigns of Unit Holder and of the Company whether or not any such person shall have become a party to this Agreement and have agreed in writing to join herein and be bound by the terms hereof. Unit Holder and the Company do hereby covenant and agree that they, their spouses, heirs, executors, administrators, legal representatives, successors and assigns will take all action and execute any and all

instruments, releases, assignments, and consents which may reasonably be required of them in order to carry out the provisions of this Agreement.

9.15. Consent to Jurisdiction; Waiver of Jury Trial. All judicial proceedings brought against the parties arising out of or relating to this Agreement, or any obligations hereunder, shall be brought in the State of Colorado or any Federal court of competent jurisdiction in the State of Colorado. By executing and delivering this agreement, the Parties, irrevocably (i) accept generally and unconditionally the exclusive jurisdiction and venue of these courts; (ii) waive any objections which such Party may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in clause (i) above and hereby further irrevocably waive and agree not to plead or claim in any such court that such action or proceeding brought in any such court has been brought in an inconvenient forum; (ii) agree that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to such Party at their respective addresses provided in accordance with Section 9.02; and (iii) agree that service as provided in clause (ii) above is sufficient to confer personal jurisdiction over such Party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect. The Parties hereto irrevocably waive, and agree to cause their subsidiaries to waive, the right to trial by jury in any action to enforce or interpret the provisions of this Agreement or the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

MVC TECHNOLOGIES USA, INC.

By: "signed"

Name: Kash Qureshi
Title: President

MEDEVAL CLINIC, LLC

By: "signed"

Name: William Tyler Stone, D.O.
Title:

UNIT HOLDER

"signed"

William Tyler Stone, D.O.

EXHIBIT A
FORM OF PLEDGE AGREEMENT

This **PLEDGE AGREEMENT** (this "Pledge Agreement") is made and entered into this April 9, 2019, by and between William Tyler Stone, D.O. ("Pledgor"), and MVC Technologies USA Inc. (together with its successors in such capacity, the "Pledgee"). Capitalized terms used but not defined in this Pledge Agreement shall have the meanings given to such terms in the Agreement (as defined below).

RECITALS

WHEREAS, this Pledge Agreement is entered pursuant to that certain Succession Agreement, dated April 9**,** 2019, by and among Pledgor, Entity, and Pledgee (the "Agreement");

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth and in the Agreement, the Parties hereby agree as follows:

1. Definitions. Each capitalized term used herein, unless otherwise defined herein, shall have the meaning ascribed to such term in the Agreement. As used herein, the following terms shall have the following meanings:

"Entity" shall mean MedEval Clinic, LLC.

"Equity" shall mean and include all of the equity interests in the Company held by Pledgor as described in the Agreement.

"Pledged Collateral" shall have the meaning ascribed to such term in Section 2 hereof.

"Power" shall have the meaning ascribed to such term in Section 2 hereof.

2. Pledge; Pledgee's Duties.

   a. Pledgor hereby pledges, assigns, transfers, sets over and delivers to Pledgee, for its benefit, and hereby grants to Pledgee, for its benefit, a security interest in all of the Equity, herewith delivered to Pledgee, for its benefit, accompanied by stock powers ("Powers") duly executed in blank, with signatures properly attested, and all proceeds thereof and all dividends at any time payable in connection therewith (said Equity, Powers, proceeds and dividends hereinafter collectively called the "Pledged Collateral"), as security for Pledgor's performance under and compliance with the terms of the Agreement.

   b. Pledgee shall have no duty with respect to any of the Pledged Collateral other than the duty to use reasonable care in the safe custody of any tangible items of the Pledged Collateral in its possession. Without limiting the generality of the foregoing, Pledgee shall be under no obligation to sell any of the Pledged Collateral or otherwise to take any steps necessary to preserve the value of any of the Pledged Collateral or to preserve rights in the Pledged Collateral against any other Persons,

but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Pledgor.

3. Voting Rights. During the term of this Pledge Agreement, and so long as the Equity is owned by Pledgor, Pledgor shall have the right to vote all or any portion of the Equity on all corporate questions for all purposes not inconsistent with the terms of this Pledge Agreement or the Agreement.

4. Collection of Dividend Payments. During the term of this Pledge Agreement, and so long as the Equity is owned by Pledgor, Pledgor shall have the right to receive and retain any and all dividends payable by the Entity on account of any of the Pledged Collateral except as otherwise provided in the Agreement.

5. Representations and Warranties of Pledgor. Pledgor warrants and represents to Pledgee as follows (which representations and warranties shall be deemed continuing), that: (a) to Pledgor's knowledge, all of the Units of the Equity are owned by Pledgor free of any Liens except for Pledgee's security interest hereunder; (b) Pledgor has not taken any action to issue any stock in the Company so that to Pledgor's knowledge the Equity constitutes all of the issued and outstanding Equity of the Entity; (c) to Pledgor's knowledge, except as provided in the Agreement there are no contractual, charter or other restrictions upon the voting rights or upon the transfer of any of the Pledged Collateral; and (d) this Pledge Agreement has been duly authorized, executed and delivered by Pledgor and constitutes a legal, valid and binding obligation of Pledgor, enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights.

6. Affirmative Covenants of Pledgor. During the term of this Pledge Agreement, Pledgor covenants that it will: (a) promptly deliver to Pledgee all material written notices, and promptly give written notice to Pledgee of any other material notices received by Pledgor with respect to the Pledged Collateral; and (b) deliver to Pledgee or its nominee promptly to hold under this Pledge Agreement any Units of the capital Equity of the Entity subsequently acquired by Pledgor, accompanied by Powers, all in form and substance satisfactory to Pledgee.

7. Negative Covenants of Pledgor. Except as expressly contemplated by the Agreement, during the term of this Pledge Agreement, Pledgor covenants that it will not (a) sell, convey or otherwise dispose of any of the Pledged Collateral or any interest therein; (b) incur or permit to be incurred any lien or encumbrance whatsoever upon or with respect to any of the Pledged Collateral or the proceeds thereof, other than the security interest created hereby; (c) consent to the issuance by the Entity of any new Equity; or (d) consent to any merger or other consolidation of the Entity with or into any corporation or other entity.

8. Subsequent Changes Affecting Pledged Collateral. Pledgee or its nominee may, at any time after the occurrence of a Succession Event, at Pledgee's option and without notice to Pledgor, transfer or register the Pledged Collateral or any portion thereof into the name of

a Qualified Buyer with or without any indication that such Pledged Collateral is subject to the security interest hereunder.

9. Remedies Upon Succession Event. Upon or after the occurrence of a Succession Event, Pledgee or its nominee shall have, in addition to any other rights given by law or the rights given hereunder or under the Agreement, all of the rights and remedies with respect to the Pledged Collateral of a secured party under the Colorado Uniform Commercial Code--Secured Transactions. In addition, Pledgee may cause all or any part of the Equity held by it to be transferred into the name or the names of such Qualified Buyer as may be determined by Pledgee in accordance with the Agreement.

10. Redemption; Marshaling. Pledgor hereby waives and releases to the fullest extent permitted by applicable law any right of equity of redemption with respect to the Pledged Collateral before or after a sale conducted pursuant to the Agreement. Pledgor agrees that Pledgee shall not be required to marshal any present or future security (including this Pledge Agreement and the Pledged Collateral pledged hereunder) for, or guaranties of, obligations secured hereby or any of them, or to resort to such security or guaranties in any particular order; and all of Pledgee's rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the fullest extent that it lawfully may, Pledgor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Pledgee's rights under this Pledge Agreement or under any other instrument evidencing any of the obligations secured hereby or under which any of the obligations secured hereby is outstanding or by which any of the obligations secured hereby is secured or guaranteed, and to the fullest extent that it lawfully may Pledgor hereby irrevocably waives the benefits of all such laws.

11. Term. This Pledge Agreement shall become effective only when accepted by Pledgee and, when so accepted, shall constitute a continuing agreement and shall remain in full force and effect until the earlier of (a) the Agreement is terminated and all of the obligations secured hereby have been fully and finally satisfied and discharged, and (b) all of the Equity has been transferred by Pledgor to a Qualified Buyer in accordance with the Agreement, at which time this Pledge Agreement shall terminate and Pledgee shall deliver to Pledgor, at Pledgor's expense, such of the Pledged Collateral as shall not have been sold or otherwise applied pursuant to this Pledge Agreement and the Agreement. Notwithstanding the foregoing, in no event shall any termination of this Pledge Agreement terminate any indemnity set forth in this Pledge Agreement or the Agreement, all of which indemnities shall survive any termination of this Pledge Agreement or the Agreement.

12. Rules and Construction. The singular shall include the plural and vice versa, and any gender shall include any other gender as the text shall indicate. All references to "including" shall mean "including, without limitation."

13. Successors and Assigns. This Pledge Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Pledgee and its respective successors and assigns.

14. Construction and Applicable Law. Whenever possible, each provision of this Pledge Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Pledge Agreement shall be held to be prohibited or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Pledge Agreement. This Pledge Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the conflict of laws principles thereof.

15. Cooperation and Further Assurances. Pledgor agrees that it will cooperate with Pledgee and will upon Pledgee' s request execute and deliver, or cause to be executed and delivered, all such other Equity powers, instruments, financing statements, certificates, and other documents, and will take all such other action as Pledgee may reasonably request from time to time, in order to carry out the provisions and purposes hereof, including delivering to Pledgee, if requested by Pledgee, irrevocable proxies in the name of a Qualified Buyer with respect to the Equity in form satisfactory to Pledgee. Until receipt thereof, this Pledge Agreement shall constitute Pledgor's proxy to Pledgee or its nominee to vote all Units of the Equity then registered in Pledgor's name (subject to Pledgor's voting rights under Section 3 hereof).

16. Pledgee's Exoneration. Under no circumstances shall Pledgee be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Pledged Collateral of any nature or kind, other than the physical custody thereof, or any matter or proceedings arising out of or relating thereto. Pledgee shall not be required to take any action of any kind to collect, preserve or protect its or Pledgor's rights in the Pledged Collateral or against other parties thereto. Pledgee's prior recourse to any part or all of the Pledged Collateral shall not constitute a condition of any demand, suit or proceeding for satisfaction of the obligations secured hereby.

17. Notices. All notices, requests and demand to or upon either party hereto shall be given in the manner and become effective as stipulated in the Agreement.

18. Pledgor's Obligations Not Affected. The obligations of Pledgor hereunder shall remain in full force and effect without regard to, and shall not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Pledgor; (b) any exercise or nonexercise, or any waiver, by Pledgee of any right, remedy, power or privilege under or in respect of any of the obligations secured hereby or any security thereof (including this Pledge Agreement); (c) any amendment to or modification of the Agreement; (d) any amendment to or modification of any instrument (other than this Pledge Agreement) securing any of the obligations secured hereby; or (e) the taking of additional security for, or any guaranty of, any of the obligations secured hereby or the release or discharge or termination of any security or guaranty for any of the obligations secured hereby, whether or not Pledgor shall have notice or knowledge of any of the foregoing.

19. No Waiver, Etc. No act, failure or delay by Pledgee shall constitute a waiver of any of its rights and remedies hereunder or otherwise. No single or partial waiver by Pledgee of any

right or remedy which Pledgee or Lenders may have shall operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion. Pledgor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any of the obligations secured hereby or the Pledged Collateral, and any and all other notices and demands whatsoever (except as expressly provided herein).

20. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Pledgee Appointed Attorney-In-Fact. Pledgor hereby constitutes and appoints Pledgee or its nominee, with full power of substitution, Pledgor's attorney-in-fact for the purpose of carrying out the provisions of this Pledge Agreement and taking any action and executing any instrument which Pledgee may deem necessary or advisable to accomplish the purposes hereof, which appointment is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, Pledgee or its nominee shall have the power to arrange for the transfer, upon or at any time after a Succession Event, of any of the Pledged Collateral on the books of the Entity to the name of the Qualified Buyer selected in accordance with Section 4.01 of the Agreement.

22. Waivers. Pledgor hereby waives: notice of Pledgee's acceptance of this pledge agreement; to the fullest extent permitted by law, the right to trial by jury (which Pledgee also waives) in any action, suit, proceeding or counterclaim concerning this Pledge Agreement or any of the pledged collateral; presentment and demand; protest and notice of dishonor or default; and all other notices to which Pledgor might otherwise be entitled except as herein otherwise expressly provided.

[The next page is the signature page.]

IN WITNESS WHEREOF, Pledgor has signed, sealed and delivered this Pledge Agreement on the day and year first above written.

PLEDGOR:

By: "signed"
Name: William Tyler Stone, D.O.

PLEDGEE:

MVC Technologies USA, Inc.

By: "signed"
Name: Kash Qureshi
Title: President

ACKNOWLEDGMENT AND AGREEMENT

The undersigned officer of MedEval Clinic, LLC (the "Entity") hereby acknowledges, represents and agrees that: (i) Entity has received a copy of the foregoing Pledge Agreement (the "Pledge Agreement") by and between William Tyler Stone, D.O. ("Pledgor"), and MVC Technologies USA Inc. (together with its successors in such capacity, "Pledgee"); (ii) Pledge Agreement has been duly recorded and noted on the books and records of Entity and will be maintained as part of such books and records; (iii) Pledge Agreement does not violate any term, condition or covenant of the organizational documents, articles of incorporation, certificate of formation or certificate of limited partnership or the by-laws, limited liability company operating agreement or limited partnership agreement of Entity (the "Entity Documents"), or of any other material agreement to which Entity is a party; (iv) Entity will comply with written instructions regarding transfer of the Equity originated by Pledgee in compliance with the terms of Pledge Agreement without further consent of Pledgor as the registered owner of the Equity; (v) Entity consents to the execution of Pledge Agreement and to the assignment, transfer and pledge of the Equity effected thereby; and (vi) upon the occurrence of any Succession Event, Entity consents to a transfer of the Equity by Pledgee in accordance with the terms of Pledge Agreement and consents to each transferee of all or any part of the Equity becoming a Unit Holder, member, partner or other owner, if applicable, of Entity thereby entitled to the same rights and privileges and subject to the same duties as the owner of such Equity under the Entity Documents.

Each capitalized term used herein, unless otherwise defined herein, shall have the meaning ascribed to such term in the Pledge Agreement.

MedEval Clinic, LLC:

By: _____ D.O.
Name: William Tyler Stone D.O.
Title: CEO

[Signature Page to Acknowledgement and Agreement]

EXHIBIT D
ALLOCATION SCHEDULE

EXHIBIT E
CLOSING INDEBTEDNESS

None.

EXHIBIT F
BILL OF SALE

BILL OF SALE

THIS BILL OF SALE made the 9th day of April, 2019.

B E T W E E N:

MVC TECHNOLOGIES USA INC., a Delaware corporation,
(the "**Buyer**")

OF THE FIRST PART;

- and -

MEDEVAL CLINIC LLC, a Colorado limited liability company,
(the "**Seller**")

OF THE SECOND PART;

WHEREAS pursuant to the terms and conditions of the Asset Purchase Agreement (the "**Asset Purchase Agreement**") dated April 9, 2019 between the Buyer and the Seller, the Seller has agreed with the Buyer, *inter alia*, for the absolute sale to it of those assets of the Seller described in section 1.1 of the Asset Purchase Agreement and listed in Schedule "A" attached hereto (the "**Purchased Assets**") for the consideration set out in the Asset Purchase Agreement;

AND WHEREAS the Seller has agreed to deliver this Bill of Sale in connection with the completion of the transaction of purchase and sale contemplated by the Asset Purchase Agreement to evidence the conveyance of certain of the Purchased Assets from the Seller to the Buyer;

AND WHEREAS all capitalized terms used but not otherwise defined in this Bill of Sale, including Schedule "A" and Schedule "B", have the meaning given to them in the Asset Purchase Agreement;

NOW THEREFORE THIS BILL OF SALE WITNESSETH that:

1. In consideration of the purchase price set out in the Asset Purchase Agreement, now paid by the Buyer to the Seller, and other good and valuable consideration (the receipt and sufficiency whereof the Seller hereby acknowledges), the Seller does hereby bargain, sell, assign, transfer and set over to the Buyer all of the Seller's right, title and interest in and to certain of the Purchased Assets as more particularly described in Schedule "A" attached to this Bill of Sale. For greater clarity, the Purchased Assets do not include the excluded assets set out in section 1.2 of the Asset Purchase Agreement and as set out in Schedule "B" attached hereto. If there is any inconsistency between the definition of Purchased Assets in the Asset Purchase Agreement as set out in Schedule "A" and Schedule "B" of this Agreement and the definition of Purchased Assets in the Asset Purchase Agreement, the definition of Purchased Assets in the Asset Purchase

Agreement shall prevail.

2. To hold forever the Purchased Assets and every part thereof and all the right, title and interest of the Seller therein and thereto, to and to the use of the Buyer, with effect as, at and from the date of this Bill of Sale.

3. The Seller does hereby covenant, promise and agree with the Buyer that:

(a) the Seller is now rightfully and absolutely possessed of and entitled to the Purchased Assets and every part thereof;

(b) the Seller has good right to sell, assign and transfer the Purchased Assets to the Buyer hereunder;

(c) the Buyer shall and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the Purchased Assets and every part thereof to and for its own use and benefit, as personal property, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller or any other person or persons whomsoever claiming on behalf of, under or through the Seller;

(d) the Purchased Assets are free and clear from all security interests, mortgages, charges or other types of encumbrances and the Buyer is not aware of any action or proceeding pending or threatened against it that may affect its right to sell any of the Purchased Assets or its title thereto;

(e) the Buyer shall be absolutely released and discharged or otherwise effectually indemnified by and at the cost of the Seller from and against all former and other bargains, sales, gifts, grants, charges, mortgages and encumbrances whatsoever affecting the Purchased Assets, and the Seller hereby indemnifies the Buyer with respect thereto; and

(f) the Buyer and each of its shareholders, directors, officers and employees and its agents and representatives (the "**Indemnified Persons**") shall be indemnified and saved harmless from any loss, liability, claim, damage or expense (whether or not involving a third party claim), including legal expenses (on a substantial indemnity basis) suffered by, imposed upon or asserted against the Buyer or any of the Indemnified Persons as a result of, in respect of, connected with or arising out of, under, or pursuant to the failure of the Seller to comply with any bulk sales legislation affecting the purchase and sale of the Purchased Assets.

4. The Seller hereby assigns to the Buyer the benefit of all warranties, guarantees, representations, service contracts or other agreements of any nature whatsoever (the "**Warranties**"), if any, to the extent assignable, which the manufacturer(s) or supplier(s) of the Purchased Assets or any other person, firm or corporation may have made or given in respect of the Purchased Assets or any part thereof and hereby agrees that the Buyer may make and enforce

from time to time in the Buyer's own name and behalf, and at the Buyer's expense, any claim or claims under or related to the Warranties. The Buyer shall be entitled to use the name of the Seller in any such claim, action, suit or proceeding. The Seller shall on request cooperate fully with the Buyer and furnish promptly to the Buyer all assistance, evidence and information requisite to facilitate the Buyer's aforesaid claim or claims.

5. The Seller covenants that it and all persons rightfully claiming or who may rightfully claim any estate, right, title or interest, in or to the Purchased Assets and every part thereof, shall and will from time to time and at all times hereafter at the request and expense of the Buyer, make, do and execute or cause or procure to be made, done and executed all such further acts, deeds and assurances for more effectually assigning and assuring to the Buyer the Purchased Assets and all right, title and interest therein and thereto, as herein contemplated.

6. This Bill of Sale has been and shall be deemed to have been made in the State of Colorado and shall be construed in accordance with and governed by the law of that jurisdiction.

7. This Bill of Sale and everything herein contained shall inure to the benefit of, and be binding upon the Seller and the Buyer and their respective successors and assigns. The covenants, representations, and warranties on the part of the Seller herein contained and incorporated herein by reference shall survive the execution and delivery hereof.

8. Wherever the singular and masculine are used throughout this Bill of Sale, they shall be construed as if the plural or the feminine or the neuter had been used where the context so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF, the Seller and the Buyer have duly executed this Bill of Sale as of the date first written above.

MVC TECHNOLOGIES USA, INC.

By: "signed"
Name: Kash Qureshi
Title: President

MEDEVAL CLINIC LLC

By: "signed"
Name: William Tyler Stone, D.O.
Title: Manager

[Signature Page to Bill of Sale]

SCHEDULE "A"

LIST OF PURCHASED ASSETS

The Purchased Assets are those assets related to the Business and described as follows:

(a) all physical assets of (i) Seller and (ii) the Business, in each case, such as computers, monitors, docking stations, tape drives, copiers, servers, modems and routers, telephones, desks, chairs and other supplies, furniture and appliances;

(b) all real property lease agreements related to the Business (the "**Assumed Leases**");

(c) all books, records and other documents and information relating to the Purchased Assets;

(d) all Intellectual Property Rights licensed to Seller by a third party and used or held for use by Seller in the Business as presently conducted or proposed to be conducted (the "**Licensed-In Intellectual Property Rights**");

(e) all Intellectual Property Rights owned by Seller and used or held for use by Seller in connection with the Business or necessary for the conduct of the Business as presently conducted or proposed to be conducted (the "**Owned Intellectual Property Assets**");

(f) all Contracts (i) to which Seller is a party, (ii) by which any of the Purchased Assets is bound, or (iii) under which Seller has or may acquire any rights or benefits, in each case, excluding the Excluded Contracts (the "**Acquired Contracts**");

(g) 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);

(h) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(i) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities;

(j) all other assets currently located at (i) the business premises described in the Assumed Leases, or (ii) used by or otherwise held for use or owned by Seller in connection with the operation of the Business, excluding the Excluded Assets; and

SCHEDULE "B"

EXCLUDED ASSETS

For greater certainty, the following assets (collectively called the **"Excluded Assets"**) shall be specifically excluded from the Purchased Assets, whether or not they form part of the property and assets of the Business on the Closing Date:

(a) all assets that must be owned or held by a professional entity as a matter of applicable Law, including any (i) Contracts with payors or health care providers (the "**Excluded Contracts**"), (ii) certain Permits, (iii) medical equipment that requires a Permit to own and operate, and (iv) medical records;

(b) Seller's cash, cash equivalents and bank account balances;

(c) all accounts or notes receivable, and any security, claim, remedy or other right related to any of the foregoing, in each case, to the extent arising from the conduct of the Business prior to Closing;

(d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the legal organization of Seller; and

(e) personal items owned by the Equityholder or employed physicians.

DISCLOSURE SCHEDULE
TO
ASSET PURCHASE AGREEMENT (the "ASSET PURCHASE AGREEMENT"), DATED AS OF APRIL 9, 2019 BETWEEN MEDEVAL CLININC LLC, WILLIAM TYLER STONE, D.O., MVC TECHNOLOGIES USA INC., and CB2 INSIGHTS INC.,

Capitalized terms that are defined in the Asset Purchase Agreement and that are used in this Disclosure Schedule are (unless otherwise defined herein) used herein with the respective meanings ascribed to such terms in the Asset Purchase Agreement.

Section 3.9(a)(i) – Licensed-In Intellectual Property Rights

Section 3.9(a)(ii) - Owned Intellectual Property Rights

Section 3.10(b)(i) – Employee Exclusions

Section 3.10(b)(ii) – Medical License Disclosure

Section 3.10(b) – Seller Permits

Section 3.10(b)(i) – Employees on Leave etc.

Section 3.13 – Material Contracts

Section 5.10(a) – Non-Medical Employees

Section 3.9(a)(i)
Licensed-In Intellectual Property Rights

All licensed software is less than $500 per copy or per user.

Section 3.9(a)(ii)
Owned Intellectual Property Rights

None.

Section 3.10(b)(i)
Employee Exclusions

None.

Section 3.10(b)(ii)
Medical License

William Tyler Stone, D.O. holds a Colorado medical license, License No. DR-49215, which is currently in a suspended status. The suspension is the subject of an appeal by the Colorado Medical Board to the Colorado Supreme Court in *Colorado Medical Board v. Deborah Parr, M.D. and William Stone, D.O.*, Case No. 2018SC211. In an Order of the Supreme Court on January 14, 2019, the Court indicated the Case will be held in abeyance pending resolution of three other matters pending before the Colorado Supreme Court: *Colorado Medical Board v. McLaughlin*, Case No. 18SC330; *Boland v. Colorado Medical Board*, Case No. 18SC331; & *John Does v. Colorado Department of Public Health*, Case No. 2018SC621.

Section 3.10(b)
Seller Permits

None.

Section 3.11
Employees on Leave etc.

None

Section 3.13
Material Contracts

Commercial Lease dated May 1, 2015 by and between 6650 VINE STREET LLC and Dawid Rechul and Tyler Stone.

Assignment of Membership Interest dated November 21, 2016 by and between Dawid Rechul and Tyler Stone.

Commercial Lease dated May 1, 2017 by and between Rod and Teresa Hatch and MedEval Clinic LLC.

Section 5.10(a)
Non-Medical Employees