

## **DEBT SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2016.

BETWEEN:

**NETWORK LIFE SCIENCES INC.**, a company incorporated under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**Bill Thomas**, a resident of Vancouver, British Columbia, Canada

(referred to as the “**Creditor**”)

**WHEREAS:**

- a. The Company is indebted to the Creditor as of or before May 18, 2016 in the amounts set out in Schedule “A” hereto (the “**Debts**”);
- b. The Company wishes to settle the Debts by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debts.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

### **1. ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debts as set out in Schedule “A”.

### **2. ISSUANCE OF SHARES**

- 2.1 The Company agrees to promptly issue, subject to applicable corporate and securities laws and the policies of the Canadian Securities Exchange, to the Creditor and the Creditor agrees to accept common shares of the Company as set out in Schedule “A” (the “**Shares**”) at a deemed price of \$0.05 per Share as full and final payment of the Debts.
- 2.2 The Creditor agrees that the Debts will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor, releases and forever discharges the Company, its subsidiaries and their directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debts. This release shall be

operative from and after the date of completion of the transactions contemplated by this Agreement and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

### **3. REPRESENTATIONS OF CREDITOR**

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debts to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debts, as set out in Schedule “A”;
- b. no third party has any right to payment of all or any portion of the Debts;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- d. the Company is relying on exemptions from prospectus requirements pursuant to National Instrument 45-106 — *Prospectus Exemptions* to issue the Shares to the Creditor;
- e. the Creditor will be the legal and beneficial owner of the Shares; and
- f. the Shares will be subject to resale restrictions as required by applicable securities laws.

### **4. GENERAL PROVISIONS**

4.1 Time will be of the essence in this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada therein. Each party irrevocably agrees to attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, with respect to any legal proceedings arising herefrom.

4.5 All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

4.6 Each party to this Agreement represents and warrants to the other and acknowledges and agrees that it had the opportunity to seek, was neither prevented nor discouraged by the other party from seeking, and did obtain, or elected not to obtain, independent legal advice prior to the execution and delivery of this Agreement.

4.7 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors and assigns.

4.8 This Agreement may be executed in counterparts, both of which will constitute one agreement.

4.9 This Agreement may be signed electronically and each of its counterparts delivered by e-mail

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**NETWORK LIFE SCIENCES INC.** by its duly authorized signatories:

---

Name: Manfred Nostitz  
Position: Director

**Bill Thomas**

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**SCHEDULE "A"**

**TO THE DEBT SETTLEMENT AGREEMENT DATED MAY 18, 2016**

<b>Name of Creditor</b>	<b>Amount of Debt Owing by the Company and Settled by this Agreement</b>	<b>Number of Common Shares to be Issued to Creditor</b>	<b>Signature and Approval by Creditor</b>
Bill Thomas  Address: Suite 1128 - 789 West Pender Street, Vancouver, B.C. V6C 1H2	\$78,750.00	1,575,000	
<b>Total</b>	\$78,750.00	1,575,000	

## **DEBT SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2016.

BETWEEN:

**NETWORK LIFE SCIENCES INC.**, a company incorporated under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**Mercury Ventures Ltd.**, a company incorporated under the laws of the Province of British Columbia

(referred to as the “**Creditor**”)

**WHEREAS:**

- a. The Company is indebted to the Creditor as of or before May 18, 2016 in the amounts set out in Schedule “A” hereto (the “**Debts**”);
- b. The Company wishes to settle the Debts by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debts.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

### **1. ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debts as set out in Schedule “A”.

### **2. ISSUANCE OF SHARES**

- 2.1 The Company agrees to promptly issue, subject to applicable corporate and securities laws and the policies of the Canadian Securities Exchange, to the Creditor and the Creditor agrees to accept common shares of the Company as set out in Schedule “A” (the “**Shares**”) at a deemed price of \$0.05 per Share as full and final payment of the Debts.
- 2.2 The Creditor agrees that the Debts will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor, releases and forever discharges the Company, its subsidiaries and their directors, officers, and

employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debts. This release shall be operative from and after the date of completion of the transactions contemplated by this Agreement and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

### **3. REPRESENTATIONS OF CREDITOR**

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debts to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debts, as set out in Schedule “A”;
- b. no third party has any right to payment of all or any portion of the Debts;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- d. the Company is relying on exemptions from prospectus requirements pursuant to National Instrument 45-106 — *Prospectus Exemptions* to issue the Shares to the Creditor;
- e. the Creditor will be the legal and beneficial owner of the Shares; and
- f. the Shares will be subject to resale restrictions as required by applicable securities laws.

### **4. GENERAL PROVISIONS**

4.1 Time will be of the essence in this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada therein. Each party irrevocably agrees to attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, with respect to any legal proceedings arising herefrom.

4.5 All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

4.6 Each party to this Agreement represents and warrants to the other and acknowledges and agrees that it had the opportunity to seek, was neither prevented nor discouraged by the other party from

seeking, and did obtain, or elected not to obtain, independent legal advice prior to the execution and delivery of this Agreement.

4.7 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors and assigns.

4.8 This Agreement may be executed in counterparts, both of which will constitute one agreement.

4.9 This Agreement may be signed electronically and each of its counterparts delivered by e-mail

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**NETWORK LIFE SCIENCES INC.** by its duly authorized signatories:

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Name: Bill Thomas  
Position: Director

**MERCURY VENTURES LTD.** by its duly authorized signatories:

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Name: Grant Atkins  
Position: Director

**SCHEDULE "A"**

**TO THE DEBT SETTLEMENT AGREEMENT DATED MAY 18, 2016**

<b>Name of Creditor</b>	<b>Amount of Debt Owing by the Company and Settled by this Agreement</b>	<b>Number of Common Shares to be Issued to Creditor</b>	<b>Signature and Approval by Creditor</b>
Mercury Ventures Ltd.  Address: 4418 Haggart Street, Vancouver, B.C. V6L 2H3	\$89,000.00	1,780,000	
<b>Total</b>	\$89,000.00	1,780,000	



## **DEBT SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2016.

BETWEEN:

**NETWORK LIFE SCIENCES INC.**, a company incorporated under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**John Pulos**, a resident of Manhattan Beach, CA USA

(referred to as the “**Creditor**”)

**WHEREAS:**

- a. The Company is indebted to the Creditor as of or before May 18, 2016 in the amounts set out in Schedule “A” hereto (the “**Debts**”);
- b. The Company wishes to settle the Debts by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debts.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

### **1. ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debts as set out in Schedule “A”.

### **2. ISSUANCE OF SHARES**

- 2.1 The Company agrees to promptly issue, subject to applicable corporate and securities laws and the policies of the Canadian Securities Exchange, to the Creditor and the Creditor agrees to accept common shares of the Company as set out in Schedule “A” (the “**Shares**”) at a deemed price of \$0.05 per Share as full and final payment of the Debts.
- 2.2 The Creditor agrees that the Debts will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor, releases and forever discharges the Company, its subsidiaries and their directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debts. This release shall be

operative from and after the date of completion of the transactions contemplated by this Agreement and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

### **3. REPRESENTATIONS OF CREDITOR**

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debts to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debts, as set out in Schedule “A”;
- b. no third party has any right to payment of all or any portion of the Debts;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- d. the Company is relying on exemptions from prospectus requirements pursuant to National Instrument 45-106 — *Prospectus Exemptions* to issue the Shares to the Creditor;
- e. the Creditor will be the legal and beneficial owner of the Shares; and
- f. the Shares will be subject to resale restrictions as required by applicable securities laws.

### **4. GENERAL PROVISIONS**

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4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

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4.4 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada therein. Each party irrevocably agrees to attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, with respect to any legal proceedings arising herefrom.

4.5 All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

4.6 Each party to this Agreement represents and warrants to the other and acknowledges and agrees that it had the opportunity to seek, was neither prevented nor discouraged by the other party from seeking, and did obtain, or elected not to obtain, independent legal advice prior to the execution and delivery of this Agreement.

4.7 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors and assigns.

4.8 This Agreement may be executed in counterparts, both of which will constitute one agreement.

4.9 This Agreement may be signed electronically and each of its counterparts delivered by e-mail

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**NETWORK LIFE SCIENCES INC.** by its duly authorized signatories:

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Name: Bill Thomas

Position: Director

**John Pulos**

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**SCHEDULE "A"**

Page 3 of 4

**Debt Settlement Agreement – NOI, John Pulos**

**TO THE DEBT SETTLEMENT AGREEMENT DATED MAY 18, 2016**

<b>Name of Creditor</b>	<b>Amount of Debt Owing by the Company and Settled by this Agreement</b>	<b>Number of Common Shares to be Issued to Creditor</b>	<b>Signature and Approval by Creditor</b>
John Pulos Address: 605 Pacific Avenue, Manhattan Beach, CA 90266	\$52,528.63	1,050,572	
<b>Total</b>	\$52,528.63	1,050,572	

## **DEBT SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2016.

BETWEEN:

**NETWORK LIFE SCIENCES INC.**, a company incorporated under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**Sterling Grant Financial Inc.**, a company incorporated under the laws of the Province of British Columbia

(referred to as the “**Creditor**”)

**WHEREAS:**

- a. The Company is indebted to the Creditor as of or before May 18, 2016 in the amounts set out in Schedule “A” hereto (the “**Debts**”);
- b. The Company wishes to settle the Debts by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debts.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

### **1. ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debts as set out in Schedule “A”.

### **2. ISSUANCE OF SHARES**

- 2.1 The Company agrees to promptly issue, subject to applicable corporate and securities laws and the policies of the Canadian Securities Exchange, to the Creditor and the Creditor agrees to accept common shares of the Company as set out in Schedule “A” (the “**Shares**”) at a deemed price of \$0.05 per Share as full and final payment of the Debts.
- 2.2 The Creditor agrees that the Debts will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor,

releases and forever discharges the Company, its subsidiaries and their directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debts. This release shall be operative from and after the date of completion of the transactions contemplated by this Agreement and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

### **3. REPRESENTATIONS OF CREDITOR**

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debts to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debts, as set out in Schedule “A”;
- b. no third party has any right to payment of all or any portion of the Debts;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- d. the Company is relying on exemptions from prospectus requirements pursuant to National Instrument 45-106 — *Prospectus Exemptions* to issue the Shares to the Creditor;
- e. the Creditor will be the legal and beneficial owner of the Shares; and
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### **4. GENERAL PROVISIONS**

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4.8 This Agreement may be executed in counterparts, both of which will constitute one agreement.

4.9 This Agreement may be signed electronically and each of its counterparts delivered by e-mail

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**NETWORK LIFE SCIENCES INC.** by its duly authorized signatories:

---

Name: Bill Thomas  
Position: Director

**STERLING GRANT FINANCIAL INC.** by its duly authorized signatories:

---

Name: Peter Wilson  
Position: Director

**SCHEDULE "A"**

**TO THE DEBT SETTLEMENT AGREEMENT DATED MAY 18, 2016**

<b>Name of Creditor</b>	<b>Amount of Debt Owing by the Company and Settled by this Agreement</b>	<b>Number of Common Shares to be Issued to Creditor</b>	<b>Signature Approval by Creditor</b>
Sterling Grant Financial Inc.  Address: 4339 Morgan Crescent, West Vancouver, B.C. V7V 2P1	\$59,037.00	1,180,740	
<b>Total</b>	\$59,037.00	1,180,740	



## **DEBT SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2016.

BETWEEN:

**NETWORK LIFE SCIENCES INC.**, a company incorporated under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**Nick Ayling**, a resident of British Columbia, Canada

(referred to as the “**Creditor**”)

**WHEREAS:**

- a. The Company is indebted to the Creditor as of or before May 18, 2016 in the amounts set out in Schedule “A” hereto (the “**Debts**”);
- b. The Company wishes to settle the Debts by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debts.

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### **1. ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debts as set out in Schedule “A”.

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- 2.1 The Company agrees to promptly issue, subject to applicable corporate and securities laws and the policies of the Canadian Securities Exchange, to the Creditor and the Creditor agrees to accept common shares of the Company as set out in Schedule “A” (the “**Shares**”) at a deemed price of \$0.05 per Share as full and final payment of the Debts.
- 2.2 The Creditor agrees that the Debts will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor, releases and forever discharges the Company, its subsidiaries and their directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debts. This release shall be

operative from and after the date of completion of the transactions contemplated by this Agreement and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

### **3. REPRESENTATIONS OF CREDITOR**

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debts to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debts, as set out in Schedule “A”;
- b. no third party has any right to payment of all or any portion of the Debts;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- d. the Company is relying on exemptions from prospectus requirements pursuant to National Instrument 45-106 — *Prospectus Exemptions* to issue the Shares to the Creditor;
- e. the Creditor will be the legal and beneficial owner of the Shares; and
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IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**NETWORK LIFE SCIENCES INC.** by its duly authorized signatories:

---

Name: Bill Thomas

Position: Director

**Nick Ayling**

---

**SCHEDULE "A"**

**TO THE DEBT SETTLEMENT AGREEMENT DATED MAY 18, 2016**

<b>Name of Creditor</b>	<b>Amount of Debt Owning by the Company and Settled by this Agreement</b>	<b>Number of Common Shares to be Issued to Creditor</b>	<b>Signature and Approval by Creditor</b>
Nick Ayling  Address: Suite 808 - 1155 Seymour Street, Vancouver, B.C. V6B 1K2	\$1,749.98	34,999	
<b>Total</b>	\$1,749.98	34,999	

## **DEBT SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference May 18, 2016.

BETWEEN:

**NETWORK LIFE SCIENCES INC.**, a company incorporated under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**Arash Farahmand**, a resident of British Columbia, Canada

(referred to as the “**Creditor**”)

**WHEREAS:**

- a. The Company is indebted to the Creditor as of or before May 18, 2016 in the amounts set out in Schedule “A” hereto (the “**Debts**”);
- b. The Company wishes to settle the Debts by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debts.

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### **1. ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debts as set out in Schedule “A”.

### **2. ISSUANCE OF SHARES**

- 2.1 The Company agrees to promptly issue, subject to applicable corporate and securities laws and the policies of the Canadian Securities Exchange, to the Creditor and the Creditor agrees to accept common shares of the Company as set out in Schedule “A” (the “**Shares**”) at a deemed price of \$0.05 per Share as full and final payment of the Debts.
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### **3. REPRESENTATIONS OF CREDITOR**

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debts to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debts, as set out in Schedule “A”;
- b. no third party has any right to payment of all or any portion of the Debts;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
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4.9 This Agreement may be signed electronically and each of its counterparts delivered by e-mail

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**NETWORK LIFE SCIENCES INC.** by its duly authorized signatories:

---

Name: Bill Thomas

Position: Director

**Arash Farahmand**

**SCHEDULE "A"**

Page 3 of 4

**Debt Settlement Agreement – NOI, Arash Farahmand**

**TO THE DEBT SETTLEMENT AGREEMENT DATED MAY 18, 2016**

Name of Creditor	Amount of Debt Owing by the Company and Settled by this Agreement	Number of Common Shares to be Issued to Creditor	Signature Approval by Creditor
Arash Farahmand  Address: 92 Ravine Drive, Port Moody, B.C. V3H 4T8	\$1,666.65	33,333	
<b>Total</b>	\$1,666.65	33,333	



## **DEBT SETTLEMENT AGREEMENT**

THIS AGREEMENT is dated for reference May 30, 2016.

BETWEEN:

**NETWORK LIFE SCIENCES INC.**, a company incorporated under the laws of the Province of British Columbia

(the “**Company**”)

AND:

**Benjamin Grant**, a resident of British Columbia, Canada

(referred to as the “**Creditor**”)

**WHEREAS:**

- a. The Company is indebted to the Creditor as of or before May 18, 2016 in the amounts set out in Schedule “A” hereto (the “**Debts**”);
- b. The Company wishes to settle the Debts by issuing to the Creditor common shares of the Company and the Creditor is prepared to accept the shares in full satisfaction of the Debts.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the promises and of the covenants and agreements set out in this Agreement, the parties agree as follows:

### **1. ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debts as set out in Schedule “A”.

### **2. ISSUANCE OF SHARES**

- 2.1 The Company agrees to promptly issue, subject to applicable corporate and securities laws and the policies of the Canadian Securities Exchange, to the Creditor and the Creditor agrees to accept common shares of the Company as set out in Schedule “A” (the “**Shares**”) at a deemed price of \$0.05 per Share as full and final payment of the Debts.
- 2.2 The Creditor agrees that the Debts will be fully satisfied and extinguished when the Company delivers the Shares to the Creditor, and subject only to the issuance of the Shares, the Creditor, releases and forever discharges the Company, its subsidiaries and their directors, officers, and employees from and against any and all claims, actions, obligations, and damages whatsoever which the Creditor may have against any of them relating to the Debts. This release shall be

operative from and after the date of completion of the transactions contemplated by this Agreement and shall be effective without the delivery of any further release or other documents by the Creditor to the Company.

### **3. REPRESENTATIONS OF CREDITOR**

3.1 The Creditor represents, warrants and acknowledges to the Company that:

- a. the Creditor has not conveyed, transferred or assigned any portion of the Debts to any third party, and has full right, power and authority to enter into this Agreement and to accept the Shares in full and final satisfaction of the Debts, as set out in Schedule “A”;
- b. no third party has any right to payment of all or any portion of the Debts;
- c. if the Creditor is a corporation or legal entity other than an individual, all necessary corporate or other action has been taken by the Creditor to approve this Agreement;
- d. the Company is relying on exemptions from prospectus requirements pursuant to National Instrument 45-106 — *Prospectus Exemptions* to issue the Shares to the Creditor;
- e. the Creditor will be the legal and beneficial owner of the Shares; and
- f. the Shares will be subject to resale restrictions as required by applicable securities laws.

### **4. GENERAL PROVISIONS**

4.1 Time will be of the essence in this Agreement.

4.2 The Company and the Creditor will sign all other documents and do all other things reasonably necessary to carry out this Agreement.

4.3 The provisions contained in this Agreement constitute the entire agreement between the parties and supersede all previous understandings, communications, representations, and agreements, whether written or verbal, between the parties regarding the subject matter of this Agreement.

4.4 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada therein. Each party irrevocably agrees to attorn to the exclusive jurisdiction of the courts of Vancouver, British Columbia, with respect to any legal proceedings arising herefrom.

4.5 All dollar amounts referred to in this Agreement are expressed in Canadian currency, unless otherwise indicated.

4.6 Each party to this Agreement represents and warrants to the other and acknowledges and agrees that it had the opportunity to seek, was neither prevented nor discouraged by the other party from seeking, and did obtain, or elected not to obtain, independent legal advice prior to the execution and delivery of this Agreement.

4.7 This Agreement will enure to the benefit of and be binding on each of the parties and their respective heirs, executors, administrators, successors and assigns.

4.8 This Agreement may be executed in counterparts, both of which will constitute one agreement.

4.9 This Agreement may be signed electronically and each of its counterparts delivered by e-mail

IN WITNESS WHEREOF the parties have signed this Agreement as of the date written on the first page of this Agreement.

**NETWORK LIFE SCIENCES INC.** by its duly authorized signatories:

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Name: Bill Thomas  
Position: Director

**Benjamin Grant**

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**SCHEDULE "A"**

Page 3 of 4

**Debt Settlement Agreement – NOI, Benjamin Grant**

**TO THE DEBT SETTLEMENT AGREEMENT DATED MAY 30, 2016**

<b>Name of Creditor</b>	<b>Amount of Debt Owing by the Company and Settled by this Agreement</b>	<b>Number of Common Shares to be Issued to Creditor</b>	<b>Signature and Approval by Creditor</b>
Benjamin Grant  Address: 103 - 610 Jervis Street, Vancouver, BC V6E 3M4	\$1,666.65	33,333	
<b>Total</b>	\$1,666.65	33,333	