

ISSUER REPURCHASE PLAN AGREEMENT

This Issuer Repurchase Plan Agreement (this “Agreement”) is entered into on the 29th day of August 2022 (“Effective Date”) between Vitalhub Corp., a *Business Corporations Act (Ontario)* corporation (the “Corporation”), and Beacon Securities Ltd. (the “Broker”).

Recitals

WHEREAS the Corporation desires to enter into this Agreement to repurchase its common shares, without par value (the “Shares”), in accordance with applicable regulatory requirements; and

AND WHEREAS the Corporation desires to engage the Broker to effect repurchases of Shares in accordance with this Agreement.

NOW THEREFORE, the Corporation and the Broker hereby agree as follows:

1. The Corporation hereby appoints the Broker to buy Shares in accordance with the terms and conditions of this Agreement and the Broker hereby accepts such appointment.
2. All purchases of Shares made by the Broker under this Agreement must be made in compliance (as applicable) with the exempt issuer bid provisions of the *Securities Act* (Ontario) including, without limitation, Section 101.2 with respect to purchases on designated exchanges and published markets, and the regulations thereunder (the “OSA”), other applicable Canadian securities laws, the rules (the “TSX Rules”) of the Toronto Stock Exchange (the “TSX”) including, without limitation, Sections 628 and 629 of the TSX Company Manual and Rule and Policy 6-501 of the TSX Rules (collectively, the “Regulations”).
3. Except as provided herein to the contrary, and subject to receipt of all necessary regulatory and stock exchange approvals, the Broker is authorized to begin purchasing Shares pursuant to this Agreement commencing on the date that is 5 days (the “Start Date”) after the TSX grants its approval of the normal course issuer bid contemplated by this Agreement and a news release has been issued by the Corporation in respect thereto but only upon receipt of a direction from the Corporation, as described in paragraph 5 below, and the Broker shall cease purchasing Shares on the earliest to occur of any of the following events (each, a “Termination Event“):
 - (a) the date that the Corporation or any other person publicly announces an intention to make a tender offer, exchange offer or take-over bid with respect to the Shares;
 - (b) the date of public announcement of a merger, acquisition, reorganization, recapitalization or comparable transaction affecting the securities of the Corporation as a result of which the Shares are expected to be exchanged or converted into shares of another company or cash or a combination thereof;
 - (c) the date on which the Broker receives notice of the commencement of any proceedings in respect of or triggered by the Corporation’s bankruptcy, insolvency, or similar proceedings;
 - (d) the earlier of (A) the date that is 12 months from the Start Date and (B) the date that the aggregate amount of purchases pursuant to this Agreement reaches the Total Share Maximum, as defined below;
 - (e) the date on which the Broker determines, in its discretion, to cease purchasing Shares in accordance with the Regulations; or

- (f) the date on which the Corporation provides 24 hour written notice to the Broker and the TSX of the termination of the Broker's authority from the Corporation to purchase Shares pursuant to this Agreement, and, if the Corporation has commenced the automatic repurchase of Shares by executing the Addendum, described below, ("Automatic Purchases"), such notice shall be accompanied by a certificate stating that the Corporation is not in possession of any material undisclosed information.

The Corporation shall provide the Broker with written notice of the occurrence of the Termination Events described in paragraphs 3(a), (b) and (c).

4. The Corporation may suspend the purchase of Shares at such times and for such periods as may be advisable to ensure compliance with applicable Regulations or contractual or accounting requirements in connection with acquisitions or dispositions by the Corporation or the Corporation's purchases or sales of its securities. If the Corporation has been making Automatic Purchases, any such suspension shall be communicated to the Broker in writing by the Corporation and shall contain an acknowledgement that such suspension is being made in accordance with the principles described in OSC Staff Notice 55-701 and shall be accompanied by a certificate stating that the Corporation is not in possession of any material undisclosed information. In addition, the Corporation shall comply with any additional obligations set out in the Addendum. Subject to compliance with applicable laws, the Corporation shall provide the Broker with written notice of the occurrence of such restricted period.
5. The Corporation may, while not in possession of material non-public information, instruct the Broker to purchase (the "Corporation Purchases") Shares from time to time, such purchases, if any, to be separate and apart from any Automatic Purchases made under and in respect of the Maximum Amount (as reflected in the Addendum). Instructions given by the Corporation to make Corporation Purchases shall in no way influence or affect the Broker's discretion to make Automatic Purchases pursuant to the Addendum. In determining whether the Broker is in compliance with the Daily Maximum and the Total Share Maximum (each as defined below) and any other applicable limitations under the Regulations, and for all other purposes under this Agreement, each Corporation Purchase shall be aggregated by the Corporation with all Automatic Purchases made by the Broker and all other purchases of Shares made by the Broker under any of the following: (i) this Agreement; and (ii) any other agreement for the purchase of Shares between the Broker and the Corporation or an agent or affiliate of the Corporation, including for this purpose, an agent of the Corporation or its affiliate to purchase Shares for the settlement of equity awards.
6. The aggregate number of Shares purchased under this Agreement, including Corporation Purchases, when aggregated with the other purchases by the Corporation, shall not exceed:
 - (a) on a daily basis: 7,866 shares (i.e. 25% of the average daily trading volume (or ADTV) (as defined in Section 628 of the TSX Company Manual)) (the "Daily Maximum"); provided that, subject to subparagraph (b) below, the Broker may make one block purchase (as defined in Section 628 of the TSX Company Manual) per calendar week which exceeds the Daily Maximum, provided that, after a block purchase has been made, the Broker may not purchase any other Shares under this Agreement for the remainder of that calendar day; and
 - (b) on an aggregate basis over the term of the repurchase program until the occurrence of a Termination Event: 1,302,007 shares (the "Total Share Maximum"), provided however that the total Shares purchased on any "published market" (as defined under Section 89(1) of the OSA) within any period of 12 months shall not exceed 5% of the outstanding number of Shares at the beginning of the relevant 12 months period in accordance with Section 101.2 of the OSA and the Corporation hereby agrees to provide the Broker with the aggregate outstanding Shares on a monthly basis, as appropriate, to enable the Corporation's compliance with the aforementioned Section 101.2
7. The Corporation shall ensure that no other parties that may be authorised, from time-to-time, to purchase Shares on behalf of the Corporation, shall purchase Shares on the same day as the Broker.

8. During the term of this Agreement, the Corporation (including its officers, directors, employees, and affiliates) will not disclose any material non-public information about the Corporation or its securities to the Broker's officers and employees who are involved with making purchases of Shares under this Agreement.
9. The Corporation represents and warrants as of the date hereof that:
 - (a) it is not currently aware of any material non-public information with respect to the Corporation or any securities of the Corporation (including the Shares);
 - (b) it is not subject to any legal, regulatory, or contractual restriction or undertaking that would prevent the Broker from purchasing the Automatic Purchases or Corporation Purchases in accordance with this Agreement; and
 - (c) the repurchase of Shares pursuant to this Agreement has been duly authorized by the Corporation and is consistent in all material respects with the Corporation's draft news release announcing the terms of such repurchase, a copy of which has been provided to the Broker.
10. The Corporation shall notify, as soon as commercially practicable and subject to compliance with regulatory requirements, the Broker if the Corporation becomes subject to a legal, regulatory, or contractual restriction or undertaking that would prevent the Broker from purchasing the maximum number of Shares permitted under this Agreement in any relevant time frame, and, in such a case, the Corporation and the Broker shall cooperate to amend, otherwise revise or terminate this Agreement to take account of the restriction or undertaking.
11. The Corporation agrees not to take any action which would cause any purchase not to comply with the TSX Rules.
12. The Broker shall be entitled to a commission of _____ per share of Shares purchased under this Agreement, as its sole commission for purchases of Shares made pursuant to this Agreement.
13. The Corporation agrees to indemnify and hold harmless the Broker and its directors, officers, employees and affiliates from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) to the extent arising out of or attributable to any Corporation action (which shall include, for the purposes hereto, compliance with Clause 6 of this Agreement) which causes any purchase under this Agreement not to comply with applicable Regulations, the other terms and conditions of this Agreement and the obligations of the Corporation set forth herein.
14. In the event that the Corporation approves the implementation of an automatic repurchase plan, the Corporation and the Broker agree to execute an addendum to this Agreement, substantially in the form of the Addendum attached hereto, which, in addition to the terms of this Agreement, will govern all Automatic Purchases (as defined in such Addendum).
15. Any notice provided from one party to the other under this Agreement shall be in writing, which may be by e-mail or other electronic means, and shall be addressed to, in the case of the Corporation, Dan Matlow and in the case of the Broker, Justin Gilman at _____. Notice sent by either party by e-mail shall be followed by fax or overnight delivery of said notice to the other party's address.
16. This Agreement shall be governed by, and be construed in accordance with, the laws of Ontario and the federal laws of Canada applicable therein. The Broker shall comply with all Regulations in connection with all purchases made hereunder.
17. This Agreement may be amended only by a writing executed by the Corporation and the Broker. Any such writing shall contain the Corporation's representations that it is aware of no material non-public information regarding the Corporation or any of its securities (including the Shares) as of the date thereof. The terms of

this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Neither the Corporation nor the Broker may assign their rights, benefits, obligations, or liabilities hereunder to any other person, entity, or organization without the prior written consent of the other party.

In witness whereof, the parties hereto have executed this Issuer Repurchase Plan Agreement on the date first written above:

VITALHUB CORP.

By: (signed) "Dan Matlow"
Name: Dan Matlow
Title: Chief Executive Officer

By: (signed) "Brian Goffenberg"
Name: Brian Goffenberg
Title: Chief Financial Officer

BEACON SECURITIES LTD.

By: (signed) "Justin Gilman"
Name: Justin Gilman
Title: Managing Director

ADDENDUM

Automatic Purchases

WHEREAS Vitalhub Corp. (the "Corporation") and Beacon Securities Ltd. (the "Broker") are parties to the issuer repurchase plan agreement dated as of August 29, 2022 to which this Addendum is attached (the "Agreement");

AND WHEREAS the Corporation desires to establish an automatic repurchase plan for the purposes of Section 175(2)(b) of the regulations made under the OSA and is intended by the parties to meet the conditions set out in OSC Staff Notice 55-701 (the "Regulations") relating to such automatic plans and shall be cleared with the TSX or other stock exchange or market place, if so required, prior to execution;

AND WHEREAS for purposes of the Automatic Purchases, if and when executed, this Addendum shall be deemed to be a part of the Agreement and all of the terms and conditions of the Agreement and this Addendum shall apply to the Automatic Purchases as if the terms of this Addendum were fully set forth in the Agreement; and

AND WHEREAS capitalized terms used and not otherwise defined in this Addendum shall have the meanings given thereto in the Agreement.

NOW THEREFORE, the Corporation and the Broker hereby agree as follows:

1. From the date on which this Addendum is executed and continuing until the occurrence of a Termination Event, subject to purchases of Shares being suspended, as contemplated by paragraph 6 of the Agreement, each day that the relevant market is open for trading, the Broker shall use commercially reasonable efforts, and may exercise its discretion and utilize its expertise to purchase as many Shares as it can at the best available prices which, for the purposes hereto shall be "Automatic Purchases", subject to compliance with the Regulations, the following trading limitations set forth in a direction to the broker substantially in the form of Appendix "A" hereto, and the other terms and conditions contained in this Agreement:
2. Subject to the limits in this Agreement, the Broker will not be subject to any control or influence by the Corporation (or any of its officers, directors, employees, and affiliates) and will not be permitted to consult with the Corporation regarding any purchases of Shares except as permitted under the terms of this Agreement.
3. The Corporation represents and warrants as of the date of execution of this Addendum and as of the date of any direction to the Broker to make Automatic Purchases as set out in Appendix "A" hereto that:
 - (a) it is not currently aware of any material non-public information with respect to the Corporation or any securities of the Corporation (including the Shares); and
 - (b) it has entered into the Agreement and is entering into this Addendum or is providing the directions contemplated by Appendix "A" hereto, as applicable, in good faith and not as part of a plan or scheme to evade the insider trading prohibitions of applicable Canadian securities laws.
4. The Broker represents that it will, when making Automatic Purchases under the terms of the Addendum if and when such Addendum is signed and delivered by the Corporation, continue to implement reasonable policies consistent with industry standards to ensure that the person(s) at the Broker who will be effecting Automatic Purchases will not violate applicable insider trading rules, by either preventing such person(s) from becoming aware of material facts or material changes with respect to the Corporation or its securities (including the Shares) that have not been generally disclosed, or if such person(s) do become aware of such material facts or material changes that have not been generally disclosed, by preventing them from purchasing Shares.
5. It is the intent of the parties that purchases made by the Broker under the Agreement, as supplemented by this Addendum, other than Corporation Purchases, comply with the requirements of the Regulations and the

Agreement, as supplemented by this Addendum, shall be interpreted to comply with the requirements thereof. Any applicable provision of the Agreement, as supplemented by this Addendum, that cannot be construed in accordance with the Regulations shall be void.

6. It is the intent of the parties that the plan set out in the Agreement, as supplemented by this Addendum, for purchasing Shares (other than Corporation Purchases) shall constitute an “automatic” plan for the purposes of Section 175(2)(b) of the Regulation made under the OSA and is intended by the parties to meet the conditions set out in OSC Staff Notice 55-701 relating to such automatic plans.
7. This Addendum and any direction provided hereunder substantially in the form of Appendix "A" hereto may be amended, varied, suspended or terminated only by a writing executed by the Corporation and the Broker. Any such writing shall contain the Corporation’s representations that it is aware of no material non-public information regarding the Corporation or any of its securities (including the Shares) as of the date thereof. In the event of any such amendment that may vary, suspend or terminate the automatic purchase plan, the Corporation shall ensure that the public is notified, in accordance with OSC Staff Notice 55-701, that it is not aware of any material non public information.
8. The terms of this Addendum shall be binding upon and shall inure to the benefit of the parties to this Addendum and their respective successors and permitted assigns. Neither the Corporation nor the Broker may assign their rights, benefits, obligations, or liabilities hereunder to any other person, entity, or organization without the prior written consent of the other party.
9. This Addendum shall be governed by, and be construed in accordance with, the laws of Ontario and the federal laws of Canada applicable therein.

In witness whereof, the parties hereto have executed this Addendum to the Agreement on the 29th day of August, 2022.

VITALHUB CORP.

By: (signed) “Dan Matlow”

Name: Dan Matlow
Title: Chief Executive Officer

By: (signed) “Brian Goffenberg”

Name: Brian Goffenberg
Title: Chief Financial Officer

BEACON SECURITIES LTD.

By: (signed) “Justin Gilman”

Name: Justin Gilman
Title: Managing Director

APPENDIX "A"

FORM OF DIRECTION TO MAKE AUTOMATIC PURCHASES

To: [•]

We refer to the Issuer Repurchase Plan Agreement dated _____, August 2022 between Vitalhub Corp. and Beacon Securities Ltd. and the "Automatic Purchases" addendum attached thereto entered into by the parties on _____, August 2022 (collectively, the "Repurchase Agreement"). You are hereby directed to make Automatic Purchases of Shares of Vitalhub Corp. during the period and subject to the trading limitations set forth below:

Trading Period From _____ to _____

Maximum Price per Share \$ _____

Aggregate Dollar Value of all Purchases \$ _____

Daily Purchase Restriction \$ _____

Dated this _____ day of _____, 20____.

VITALHUB CORP.

By: _____

Name: [•]

Title: [•]