

Investor Presentation

Spring 2022

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Accredited investors should perform their own investigation of Lifesupply before investing. There are tax consequences and risks associated with investing in Lifesupply, and prospective investors are urged to seek advice from their own tax advisor on these consequences before investing.



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The data, information, and opinions contained or referred to (the “Information”) in this presentation of Lifesupply Health Supplies Inc. and its affiliated companies (the “Company”) are private and confidential, subject to non-disclosure agreements and should not be copied in any form. This presentation should read in conjunction with the Company’s risk factors located on the Company website and filings. If the documents are not available online, investors may request them.

This presentation is not, and under no circumstances is to be construed as, a prospectus, an advertisement or a public offering of securities in the United States, Canada or any other jurisdiction. No securities commission or similar authority of the United States, Canada, or any other jurisdiction has reviewed or in any way passed upon this document or the merits of the securities described herein, and any representation to the contrary is an offence.

This presentation contains statements that constitute “forward-looking statements.” Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements, or developments in our industry, to differ materially from the anticipated results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements are statements that are not historical facts and are generally, but not always, identified by the words “expected”, “targeted”, “advanced”, “appears”, “scheduled”, “guidance”, “on plan”, “test”, “potential” and similar expressions, or that events or conditions “will”, “would”, “may”, “could” or “should” occur. Information inferred from the interpretation of results and information concerning estimates may also be forward-looking statements, as such information constitutes a prediction of what might occur if and when the Company is able to proceed.

Forward-looking statements in this document also include statements regarding the Company’s strategy, projects, priorities and plans, future financial or operating performance, business prospects, planned capital expenditures, expansion programs and proposed acquisitions, plans and targets, completion of the Company’s proposed initial public offering and listing on the CSE, and certain corporate objectives, goals and plans for the future. There can be no assurance that such forward-looking statements will prove to be accurate. Actual results and future events could differ materially from those anticipated in such statements, and readers are cautioned not to place undue reliance on this presentation or on these forward-looking statements. Important factors that could cause actual results to differ materially or otherwise from the Company’s expectations include, but not limited to: execution of the Company’s strategy; the Company’s dependency on certain supply and suppliers; lack of adoption of its expansion plan; lack of expertise; market uncertainties; uncertainties related to raising sufficient financing to fund planned work in a timely manner and on acceptable terms; changes in planned work resulting from logistical, technical or other factors; the possibility that results of work will not meet expectations; the possibility that required permits from Health Canada and various other entities may not be obtained on a timely manner or at all; the possibility that capital and operating costs may be higher than currently estimated and may preclude commercial development or render operations uneconomic; risk of accidents, equipment breakdowns and labour disputes or other unanticipated difficulties or interruptions; the possibility of cost overrun or unanticipated expenses in the work program; the possibility that the Companies proposed business activities will be completed on substantially different terms that anticipated or not at all; and other risks and uncertainties discussed appear elsewhere in the Company’s documents.

The actual results of the applicable operations for any period could vary from the amounts set forth in these projections, and such variations may be material. Further, there is no assurance or guarantee with respect to the prices at which any securities of the Company will trade, and such securities may not trade at prices that may be implied herein. See above for a discussion of the risks that could cause actual results to vary from such forward-looking statements. These forward-looking statements are based on a number of assumptions, including assumptions regarding general market conditions, the availability of financing for proposed transactions and programs on reasonable terms, the ability of outside service providers to deliver services in a satisfactory and timely manner. Forward-looking statements are based on the beliefs, estimates and opinions of the Company’s management on the date the statements are made. Except as expressly required by applicable securities laws, the Company undertakes no obligation to update these forward-looking statements in the event that management’s beliefs, estimates or opinions, or other factors, should change.

This presentation does not contain all of the information that would normally appear in a prospectus under applicable Canadian or United States securities laws. Neither the delivery of this presentation, at any time, nor any sale made pursuant hereto, will imply that the information contained herein is correct as of any time subsequent to the date set forth on the cover page hereof or the date at which such information is expressed to be stated, as applicable, and, except as may be required by applicable law, the Company is under no obligation to update any of the information contained herein (including forward looking statements and forward looking information) or to inform the recipient of any matters of which it becomes aware that may affect any matter referred to in this presentation (including, but not limited to, any error or omission which may become apparent after this presentation has been prepared).

This presentation is not intended as an offer or solicitation with respect to the purchase or sale of any financial instrument. If a private placement of the equity securities of the Company occurs, such transaction may not be registered under the Securities Act of 1933, as amended (the “Act”), or the securities laws of any other jurisdiction, and would be conducted in reliance on exemptions from the registration requirements of the Act and other applicable laws and subject to selling and transfer restrictions.

About Us

Lifesupply is an innovative e-commerce health & medical products company.

With over **55,000 medical products**, servicing over **45,000 customers**, we are disrupting the traditional medical supply industry.



+55,000
medical products



+45,000
customers



LIFESUPPLYTM

Our Vision

Lifesupply's vision is to become a global leader in the online sale and distribution of medical products and related services.

Our Mission

Through our commitment to technology, innovation, and excellence, Lifesupply's mission is to service a wide customer base with:

-  Premium products
-  Competitive prices
-  Fast and direct access
-  Overall improve the lives of our clients



Abdul Ladha

Chairman and CEO



Business People of the Year

Entrepreneur of the Year

Top 100 Public Companies List

Ranked in Profit 100 and Canada's
Fastest Growing Companies List



Directed the development of technology to broadcast auctions live over the Internet



Became the pre-eminent supplier of live online auction technology and services to some of the world's prestigious galleries and industrial auction houses (Superior, Heritage, eBay, NAA, etc.)



Operated the largest eBay Live Auction sales and support centers in the world and provided live auction services to the National Auctioneers association's 6,500 members (estimated \$207 billion marketplace)

2013–Current

Founder of Overture Development Corporation - a property investment and development company.

2017–Current

Founder of the Spark Global Philanthropic Foundation. The non-profit federally registered society is dedicated to promoting philanthropy, charitable activities, strategic donating and social impact investing worldwide.

2018–Current

Instructor—Philanthropy 386 Sauder School of Business, University of British Columbia

2020

Chairman and CEO of Lifesupply Health Supplies Inc.

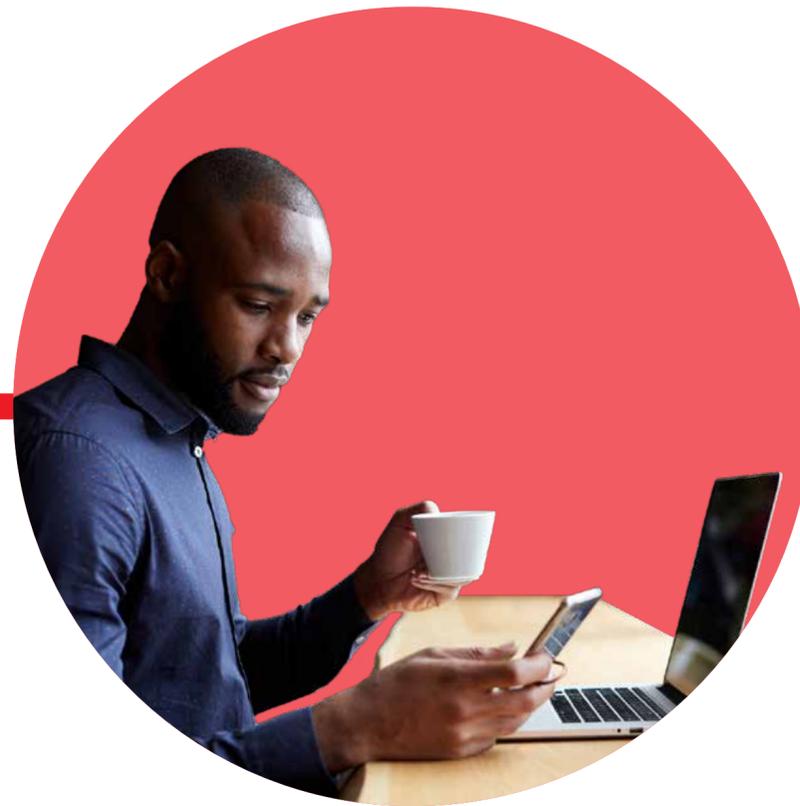
Macro Trends

Since the turn of the millennium, the landscape of healthcare has undergone immense change.

Now, a few macro trends are causing tailwinds in the industry:



Aging Population



Digital Innovation



E-commerce Adoption

The Problem

THE PROBLEM?

Despite the digital transformation across certain healthcare segments, very few advances have been made in the procurement and distribution of medical products themselves.

THAT'S WHERE LIFESUPPLY COMES IN.

The company specializes in optimizing the medical supply space, through technology with an e-commerce-first approach.

Consumers want convenient access to medical products, at much more competitive pricing.



A Convoluted Supply Chain

Most industries have enhanced their supply chain capabilities by:



Digitizing their platforms



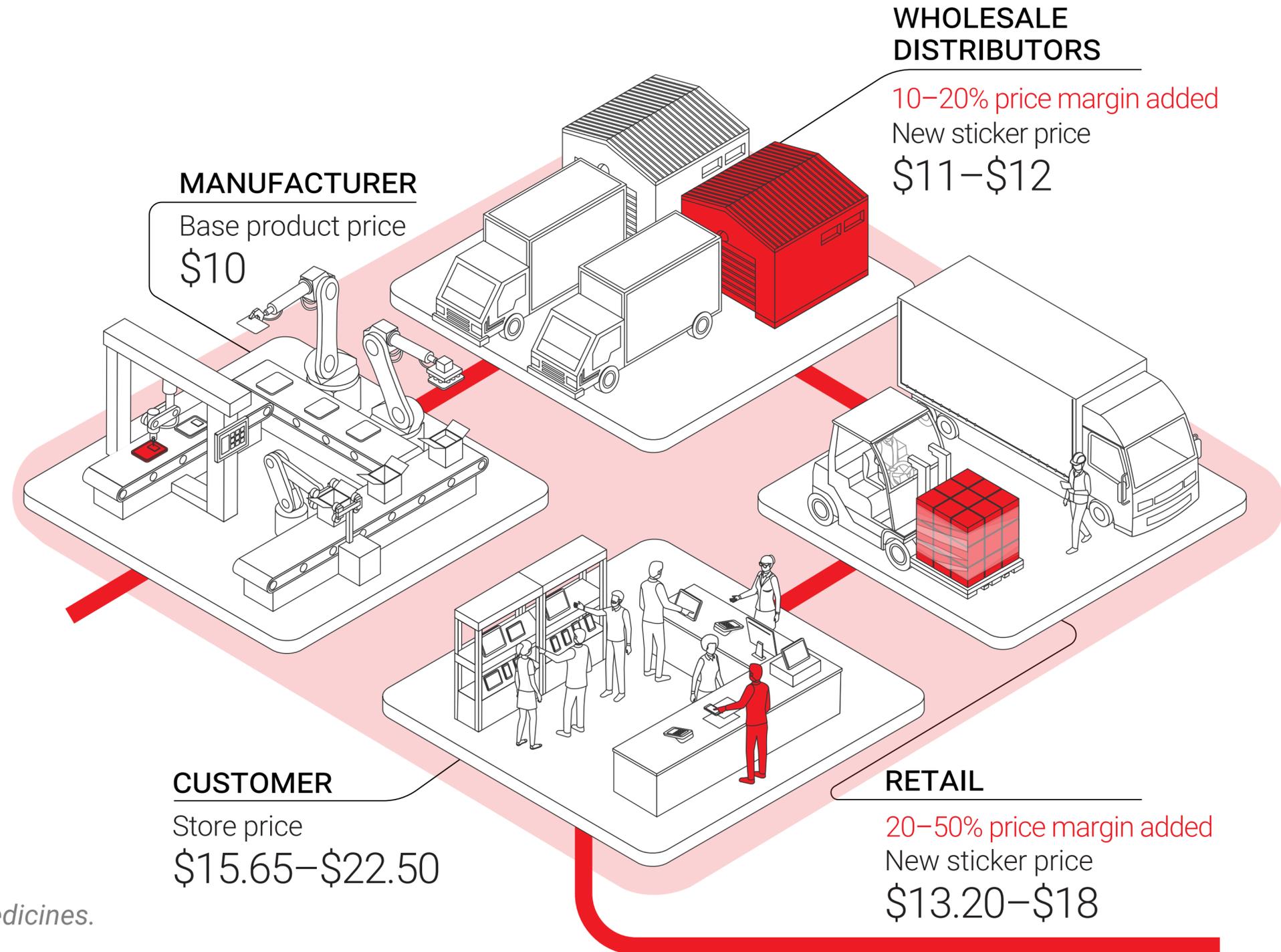
Going direct-to-consumer



Reducing the number of middlemen

These benefits help reduce prices, and improve a company's overall alignment with the consumer.

In the medical supply chain, small retail operations and pharmacies are the “**middlemen**”, and remain the largest customers of distributors.



Source: Pharma Franchise Help

*Note: Percentages reflect average markup margins for generic medicines. Product and sticker prices are examples for illustration only.

Retail Market



Health Stores
(Total revenue)



Canada

\$3.7B

Est. annual growth 4.4%
2020-2025P



U.S.

\$21.4B

1.2%
2021-2026P



Pharmacies & Drug Stores
(Total revenue)



Canada

\$47.2B

1.9%
2021-2026P



U.S.

\$338.2B

3.1%
2021-2026P



Online Medical
(Total revenue)



North America

\$17.2B

3.5%
2021-2026P

Market Share of Minor Players

● Major Players ● Minor Players

Major players only hold a small fraction of the market.

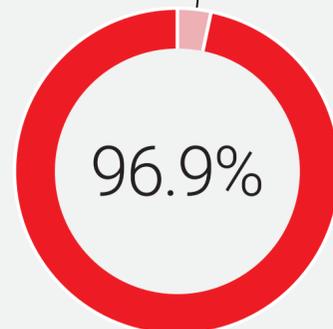
GNC



Canada

worth \$3.6B

GNC



U.S.

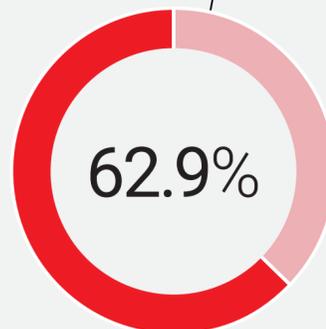
worth \$19.5B

SHOPPERS
DRUG MART

MCKESSON

metro

PHARMASAVE



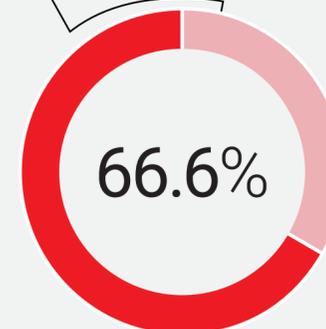
Canada

worth \$29.7B

Walgreens
Boots
Alliance

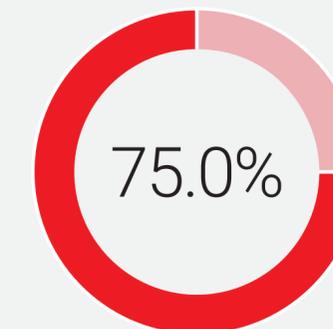
CVS caremark

RITE
AID



U.S.

worth \$225.2B



North America

worth \$12.9B

Wholesale Market

Medical Supplies Wholesaling *(Total revenue)*


 Canada

\$21.7B

Est. annual growth 1.5%
2020–2025P


 U.S.

\$268.7B

2.6%

Pharmaceuticals & Pharmacy Supplies Wholesaling *(Total revenue)*


 Canada

\$59.8B

2.0%

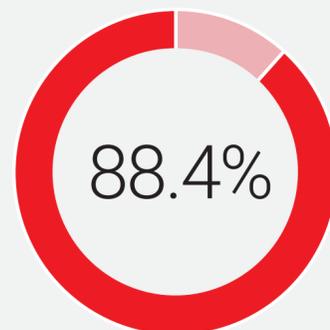

 U.S.

\$868.8B

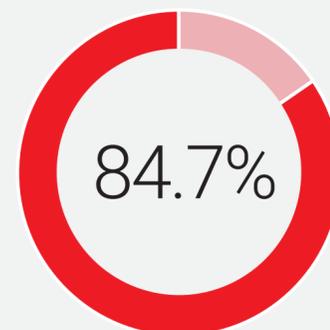
2.5%

Market Share of Minor Players

● Major Players ● Minor Players

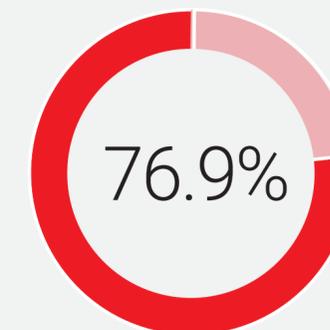


Canada

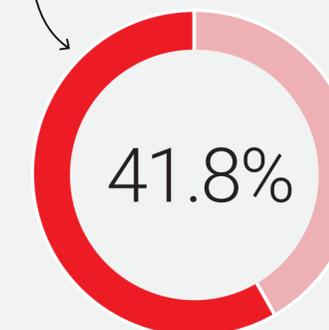


U.S.

Small, regional wholesalers dominate the market, but do not offer a digital-first approach.



Canada



U.S.

The Solution

Vertical integration and e-commerce innovation has transformed entire industries over the last 10 years, and continues to disrupt businesses of all kinds.

Lifesupply is focused on optimizing the medical supply space through technology, with an e-commerce first approach, delivering our products direct to our customers allowing for more competitive pricing while growing our wholesale business through accretive acquisitions.

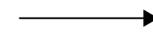
Examples



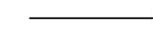
WARBY PARKER



Manufacturers



LIFESUPPLYTM



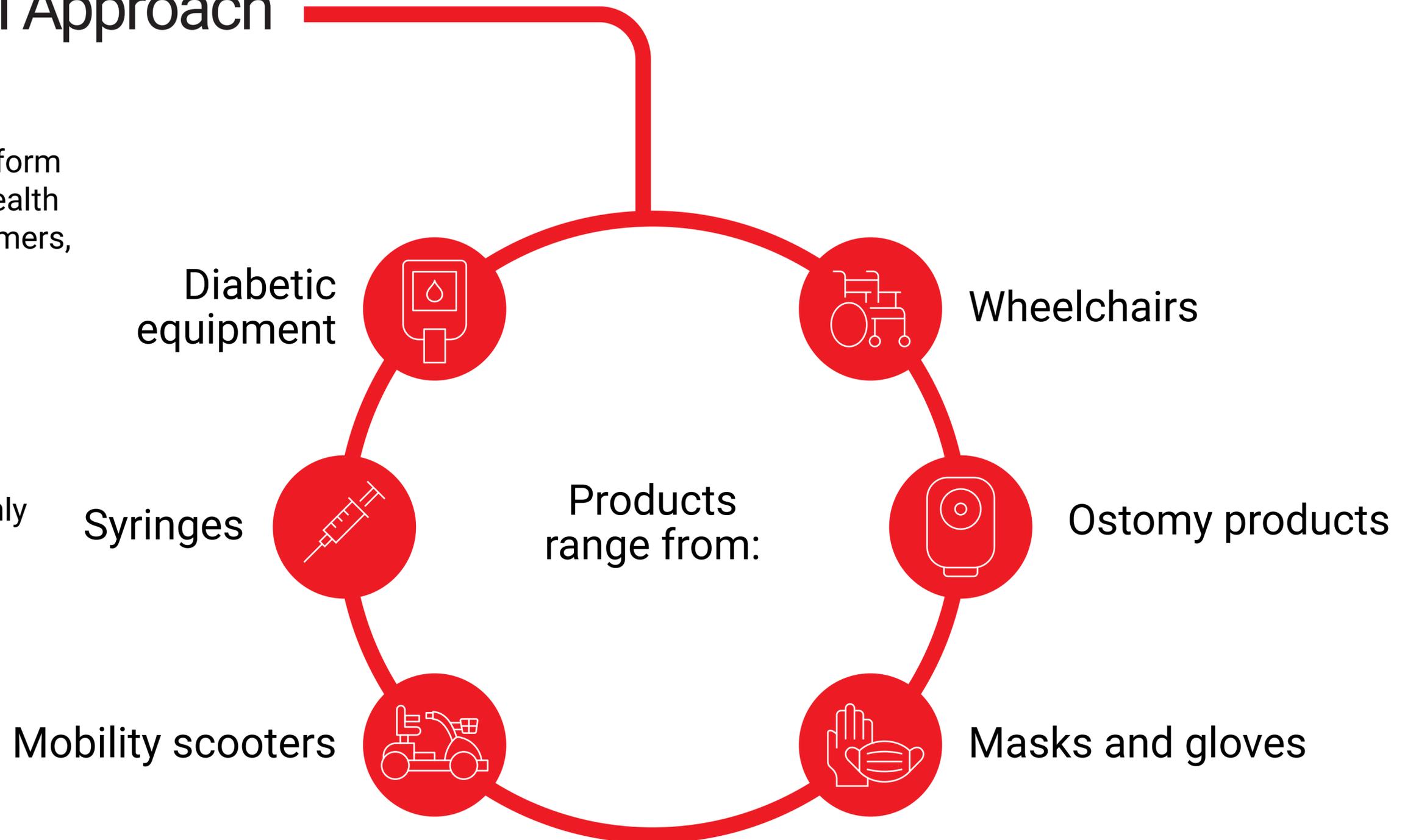
Customer

What Makes Lifesupply Different?

An Omnichannel Approach

Lifesupply's e-commerce platform offers over 55,000 medical, health and safety products to consumers, shipped right to their door.

Combined with a retail presence in key markets, and an expanding distribution network, Lifesupply's omnichannel approach is highly unique.



An Overview of Our Operations

ONLINE E-COMMERCE & DISTRIBUTION DIVISION

Providing 55,000 medical products to over 45,000 customers on various online sites.

FLAGSHIP RETAIL OPERATIONS

A flagship brick-and-mortar retail location designed to showcase Lifesupply's top selling products.

DISTRIBUTION & FACILITY

A centralized fulfilment, delivery and logistics centre with access to over 180 distributors, manufacturers and suppliers.



Brands



Online retail sale of 60,000 medical products



Distribution of medical products



Flagship retail store, pharmacy and medical clinic



Online Retail



Flagship Retail



Online Distribution & Sales Division



Distribution & Drop-Ship Facility



Logistics Services



Universities



Health Care Institutions



Government Agencies



Retail Operations



First Nation Communities



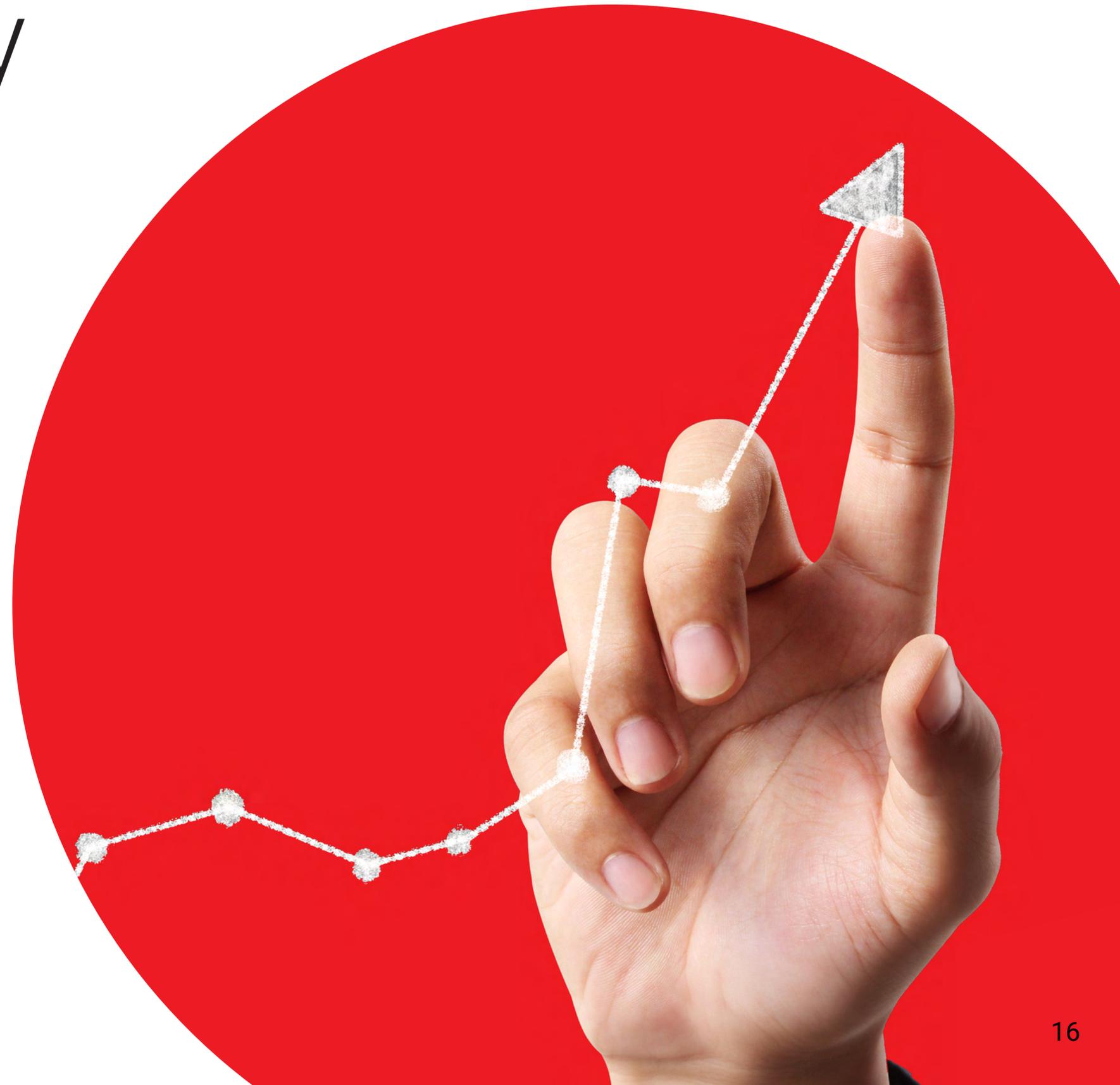
Hospitals

Our Growth Strategy

We are acquiring profitable operations that complement our business model.

Our objective is to integrate strategically located medical supply companies, pharmacies, clinics and distributors into our existing operations.

The purpose of the acquisitions is to broaden the scope of inventory products available through Lifesupply, as well as digitizing these businesses, bringing them online, offering a broader range of products and services online in Canada.



Our Objective is to Grow through Acquisition and Organic Expansion

Orders

▲ **20%**



ADAPTABLE

We are able to adapt and rapidly respond to the changing market conditions and other types of risks.

Revenue

▲ **104%**



RESILIENT

Through tough market conditions, our slow and steady growth has continued, bolstered by strong overall sector demand for medical products globally.

Visits

▲ **176%**



SCALABLE

We are able to add significantly more customers without increasing our costs proportionally.

2019–2021

Acquisition Strategy

The multi-billion dollar medical supply industry is highly fragmented, and ripe for disruption with hundreds of small, local, private operators.

Lifesupply has an active acquisition pipeline of profitable, accretive tuck-in acquisitions that **accelerate our growth, revenue, and profitability while adding valuable human capital, additional products and new customers.**



Management Team



Abdul Ladha
CEO

Abdul Ladha is an **electrical engineer, entrepreneur, business leader and philanthropist**. He has 30 years of business and capital market experience.

He was the Chairman and CEO of Ableauctions.com Inc., leading the company's development and deployment of live auction technology and services to some of the world's most prestigious galleries and industrial auction houses.

Abdul is the founder of the Spark Global Philanthropic Foundation and is periodically an instructor at the Sauder School of Business, University of British Columbia.



Ross Jelveh
VP Integration

Ross Jelveh is an expert in applied web technology and integration. He is a **technologist and certified software engineer** with 20 years of experience in technology and business.

Ross has led new technology integrations and optimization of enterprise level applications and services for fortune 500 companies in areas of e-commerce, finance, publishing, and insurance.

Ross oversees Lifesupply's state-of-the-art cloud e-commerce platform operation.



Craig Loverock
CFO

Craig Loverock is a **Chartered Professional Accountant** with over 20 years' experience in accounting and finance roles in Canada, the United States, and England.

He brings with him public company reporting and transactional experience, as well as having provided CFO consulting services to a number of private high growth technology businesses, serving as the Senior Financial Advisor to the Chairman at Magna International, and acting as the Chief Compliance Officer and CFO for a private equity firm.

Mr. Loverock received his B.Comm (Hons) from Carleton University in 1994 and received his Chartered Accountant's designation from the Institute of Chartered Accountants, Ontario in 1997.



Ben Hastibakhsh
Business Development

VP of Business Development and Co-Founder of Wellmart Health Supplies Ltd., a division of LifeSupply Health. Award winning business executive who has built the foundation for LifeSupply's growth, and leading position in the HME industry.

Former Senior Director of Marketing and Public Relations at TIO Networks, and responsible for brand exposure in the bill payment industry. Over 20 years of experience in business development, marketing and public relations.

Board of Directors



Abdul Ladha

Abdul Ladha is an **electrical engineer, entrepreneur, business leader and philanthropist**. He has 30 years of business and capital market experience.

He was the Chairman and CEO of Ableauctions.com Inc., leading the company's development and deployment of live auction technology and services to some of the world's most prestigious galleries and auction houses.

Abdul is the founder of the Spark Global Philanthropic Foundation and is periodically an instructor at the Sauder School of Business, University of British Columbia.

Keith Dolo

Keith Dolo holds an **honors degree in commerce with an outstanding track record in finance and accounting**.

He served for 8 years as VP of Robert Half International, an S&P 500, NYSE (\$6.1 billion) listed company, named by Fortune magazine in its "Most Admired Companies" list for 23 consecutive years.

Keith has served as the chairman & CEO of Sproutly Canada is the co-founder of Maverick Brands, a brand accelerator that invests in high growth e-commerce companies.



Dr. Dedeshya Holowenko

Dr. Dedeshya Holowenko is a **gold medal recipient in Chemistry BSc and is a medical doctor with certification in family medicine, emergency medicine and women's health**. Formerly on faculty at Univ. of Manitoba, department of Obstetrics and Gynecology, she now teaches at UBC.

She is the past chair of the North Shore Division of Family Practice, delivering health care programs through its +250 physicians. She sits on several advisory committees for new pharmaceutical treatments for women. She has helped develop Medvoice.ca, an app designed to improve remote communication between physicians and patients.

Dr. Margaret Clarke

Dr. Margaret Clarke is **one of the 100 top physicians of the century according to the Alberta Medical Association**. She received a Centennial and Jubilee Medal in recognition of her unique contributions to the field of child health and development in Canada.

She has expertise in providing health care in remote settings, in indigenous communities and in women's shelters. She is a Developmental Pediatrician in Vancouver and formerly a Professor in the Faculty of Pediatrics.



Barrett Sleeman

Barrett Sleeman is a **Professional Engineer with a varied career history in resource development and finance**.

He has supervised a \$5 billion loan portfolio for the Royal Bank of Canada, served as a financial analyst for a national brokerage house, and has been an officer and director of numerous public companies.

He is a retired emergency medical technician and first responder and is a director of THEMAC Resources Group.

Dr. David Vogt

Dr. David Vogt is a **scientist and innovation leader based in Vancouver, Canada**. He holds an Interdisciplinary Ph.D. (SFU 1990), a B.A. in English Literature (UBC 1978) and a Hons. B.Sc. in Astrophysics (UBC 1977).

Dr. Vogt has launched ten information technology companies and is currently CEO of two of these.

Dr. Vogt has a breadth of academic, government, corporate, non-profit and startup experience, including advisory and governance roles, and continues to teach graduate courses at the University of British Columbia.



Public Market Comps

HEALTH/MEDICAL COMPS	Share Price	Revenue	Market Cap	Revenue Multiple
Sylogist (TSX: SYZ)	\$10.40	\$37,000,000	\$248M	6.7X
Well Health (WELL:TSX)	\$4.37	\$116,000,000	\$1B	8.6X
HEALTH/MEDICAL COMPS				
HealthStream (NASDAQ:HSTM)	\$23.86	\$250,000,000	\$753M	3X
Utah Medical (NASDAQ:UTMD)	\$95.70	\$49,000,000	\$349M	7X
E-COMMERCE COMPS				
Emerge Commerce (TSXV: ECOM)	\$0.65	\$26,000,000	\$67,280,000	3.8X
			Average	5.8X

* As of February, 2022

Cap Table & Structure

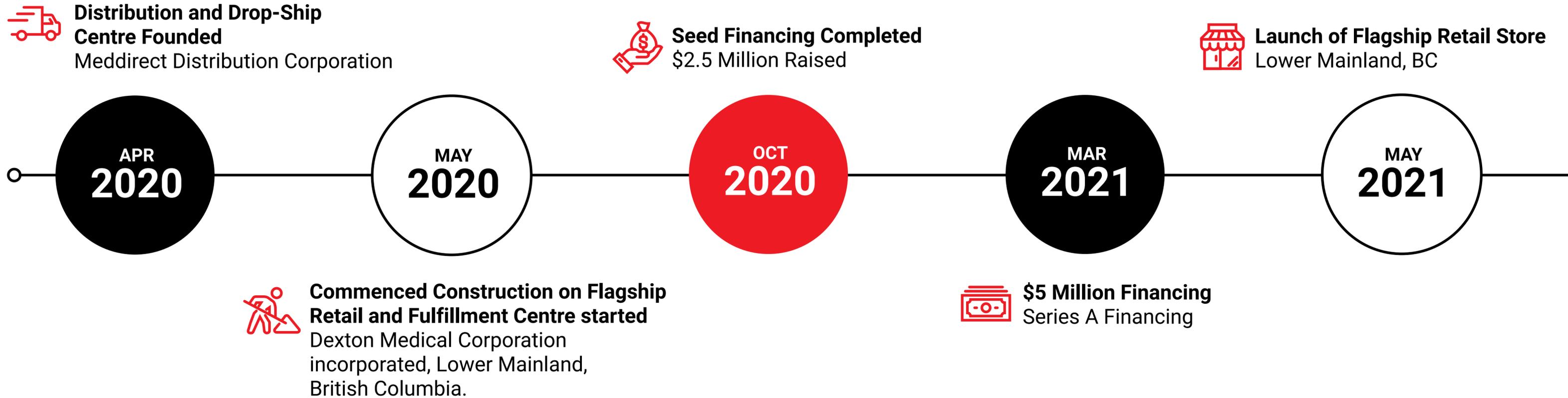
SHAREHOLDER	COMMON SHARES	HOLD PERIOD	WARRANT/OPTIONS	FULLY DILUTED	CAPITAL RAISED
Board and Executive Management	10,559,845	3 Year Vested	7,891,667	18,451,512	\$510,000
Friends & Family + \$0.45 Financing	6,603,498	18 month drip (Post IPO)	6,603,498	13,206,996	\$2,971,574
\$0.78 Financing + Private Transactions	14,751,301	18 month drip (Post IPO)	7,137,426	21,888,727	\$5,489,192
Sub-Total	31,914,644		21,632,591	53,547,235	\$8,970,766
IPO FINANCING IPO Financing @ \$1.00	10,000,000	Free Trading	5,000,000	15,000,000	\$10,000,000
Total	41,914,644		26,632,591	68,574,325	\$18,970,766

* Capitalization Table at time of Listing. Subject to change.

Use of Proceeds

EXPANSION OF ONLINE MEDICAL EQUIPMENT BUSINESS	\$ 600,000
KEY STRATEGIC HIRES/MANAGEMENT ADDITIONS	\$ 400,000
ACQUISITION 1: DISTRIBUTION COMPANY	\$2,100,000
ACQUISITION 2: ONLINE MEDICAL E-COMMERCE COMPANY	\$1,000,000
ACQUISITION 3: MEDICAL SUPPLY OPERATION + 3 PHARMACIES	\$2,500,000
WORKING CAPITAL	\$1,900,000
MARKETING	\$1,500,000
TOTAL	\$10,000,000

Investment Timeline



Investment Timeline



Contact Us

INVESTOR RELATIONS

invest@lifesupply.com

MERGERS & ACQUISITIONS

info@lifesupply.com

HEAD OFFICE

info@lifesupply.com

CHIEF EXECUTIVE OFFICER

abdul@lifesupply.com



Supplemental Legal Disclaimer

Securities legislation in Manitoba provides a number of limitations and defences to such actions, including:

- A. in an action for rescission or damages, no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;
- B. in an action for damages, no person or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and
- C. in no case will the amount recoverable under the right of action described above exceed the price at which the securities were offered under the offering memorandum.

New Brunswick Investors

Under New Brunswick securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages, or while still the owner of the securities, for rescission against the issuer and any selling security holder in the event that the offering memorandum, or a document incorporated by reference in or deemed incorporated into the offering memorandum, contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of one year from the date the purchaser first had knowledge of the facts giving rise to the cause of action and six years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or any selling security holder. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and any selling security holder will have no liability. In the case of an action for damages, the issuer and any selling security holder will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon.

These rights are in addition to, and without derogation from, any other rights or remedies available at law to a New Brunswick purchaser. The foregoing is a summary of the rights available to a New Brunswick purchaser. Not all defences upon which an issuer, selling security holder or others may rely are described herein. New Brunswick purchasers should refer to the complete text of the relevant statutory provisions.

Nova Scotia Investors

Under Nova Scotia securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages against the issuer or other seller and the directors of the issuer as of the date of the offering memorandum, or while still the owner of the securities, for rescission against the issuer or other seller if the offering memorandum, or a document incorporated by reference in or deemed incorporated into the offering memorandum, contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages or rescission is exercisable not later than 120 days from the date on which payment is made for the securities or after the date on which the initial payment for the securities was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or other seller or the directors of the issuer. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer or other seller and the directors of the issuer will have no liability. In the case of an action for damages, the issuer or other seller and the directors of the issuer will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon. In addition, a person or company, other than the issuer, is not liable with respect to any part of the offering memorandum or any amendment to the offering memorandum not purporting (a) to be made on the authority of an expert or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation or (ii) believed that there had been a misrepresentation. A person or company, other than the issuer, will not be liable if that person or company proves that (a) the offering memorandum or any amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent, (b) after delivery of the offering memorandum or any amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum or any amendment to the offering memorandum, the person or company withdrew the person's or company's consent to the offering memorandum or any amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it, or (c) with respect to any part of the offering memorandum or any amendment to the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation, or (B) the relevant part of the offering memorandum or any amendment to the offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

These rights are in addition to, and without derogation from, any other rights or remedies available at law to a Nova Scotia purchaser. The foregoing is a summary of the rights available to a Nova Scotia purchaser. Not all defences upon which an issuer or other seller or others may rely are described herein. Nova Scotia purchasers should refer to the complete text of the relevant statutory provisions.

Prince Edward Island Investors

If an offering memorandum, together with any amendment thereto, is delivered to a purchaser and the offering memorandum, or any amendment thereto, contains a misrepresentation, a purchaser has, without regard to whether the purchaser relied on the misrepresentation, a statutory right of action for damages against (a) the issuer, (b) subject to certain additional defences, against every director of the issuer at the date of the offering memorandum and (c) every person or company who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons or company). No action shall be commenced to enforce the right of action discussed above more than: (a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or (b) in the case of any action for damages, the earlier of: (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) three years after the date of the transaction that gave rise to the cause of action.

Securities legislation in Prince Edward Island provides a number of limitations and defences to such actions, including:

- A. no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;
- B. in an action for damages, the defendant is not liable for all or any portion of the damages that it proves does not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and
- C. in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

Newfoundland and Labrador Investors

If an offering memorandum, together with any amendment thereto, contains a misrepresentation, a purchaser has, without regard to whether the purchaser relied on the misrepresentation, a statutory right of action for damages against (a) the issuer, (b) subject to certain additional defences, against every director of the issuer at the date of the offering memorandum and (c) every person who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons).

No action shall be commenced to enforce the right of action discussed above more than: (a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or (b) in the case of any action for damages, the earlier of: (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) three years after the date of the transaction that gave rise to the cause of action.

Securities legislation in Newfoundland and Labrador provides a number of limitations and defences to such actions, including:

- A. no person will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;
- B. in an action for damages, the defendant is not liable for all or any portion of the damages that it proves does not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and
- C. in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

Supplemental Legal Disclaimer

STATUTORY RIGHTS

Rights of Action for Damages or Rescission

Securities legislation in certain of the provinces of Canada provides purchasers with rights of rescission or damages, or both, where an offering memorandum or any amendment to it contains a misrepresentation. A “misrepresentation” is an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in the light of the circumstances in which it was made. These remedies must be commenced by the purchaser within the time limits prescribed and are subject to the defences contained in the applicable securities legislation. Each purchaser should refer to the provisions of the applicable securities laws for the particulars of these rights or consult with a legal advisor. The following rights will only apply to a purchaser of securities of Lifesupply Health Supplies Inc. in the event that this corporate presentation is deemed to be an offering memorandum pursuant to applicable securities legislation in certain provinces of Canada and are in addition to and without derogation from any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of the relevant securities laws and are subject to the defences contained therein. The following summaries are subject to the express provisions of the applicable securities statutes and instruments in the below-referenced provinces and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.

Ontario Investors

Under Ontario securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages, or while still the owner of the securities, for rescission against the issuer or any selling security holder if the offering memorandum contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of 180 days from the date the purchaser first had knowledge of the facts giving rise to the cause of action and three years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or any selling security holder. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and any selling security holder will have no liability. In the case of an action for damages, the issuer and any selling security holder will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon. These rights are not available for a purchaser that is (a) a Canadian financial institution or a Schedule III Bank (each as defined in National Instrument 45-106 – Prospectus Exemptions), (b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada), or (c) a subsidiary of any person referred to in paragraphs (a) and (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary. These rights are in addition to, and without derogation from, any other rights or remedies available at law to an Ontario purchaser. The foregoing is a summary of the rights available to an Ontario purchaser. Not all defences upon which an issuer, selling security holder or others may rely are described herein. Ontario purchasers should refer to the complete text of the relevant statutory provisions.

British Columbia, Alberta and Québec Investors

By purchasing the securities of the Company, purchasers in British Columbia, Alberta and Québec are not entitled to the statutory rights described above. In consideration of their purchase of the securities of the Company and upon accepting a certificate or purchase confirmation in respect thereof, such purchasers are hereby granted a contractual right of action for damages or rescission that is substantially the same as the statutory right of action provided to residents of Ontario who purchase securities of the Company.

Saskatchewan Investors

Under Saskatchewan securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages against the issuer, every director and promoter of the issuer or any selling security holder as of the date of the offering memorandum, every person or company whose consent has been filed under the offering memorandum, every person or company that signed the offering memorandum or the amendment to the offering memorandum and every person or company who sells the securities on behalf of the issuer or selling security holder under the offering memorandum, or while still the owner of the securities, for rescission against the issuer or selling security holder if the offering memorandum contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of one year from the date the purchaser first had knowledge of the facts giving rise to the cause of action and six years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or the others listed above. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and the others listed above will have no liability. In the case of an action for damages, the issuer and the others listed above will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon.

Other defences in Saskatchewan legislation include that no person or company, other than the issuer, will be liable if the person or company proves that (a) the offering memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company immediately gave reasonable general notice that it was so sent or delivered, or (b) with respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation or that the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert. No person or company, other than the issuer, is liable for any part of the offering memorandum or the amendment to the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of or an extract from a report, opinion or statement of an expert, unless the person or company (a) failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or (b) believed there had been a misrepresentation. Similar rights of action for damages and rescission are provided in Saskatchewan legislation in respect of a misrepresentation in advertising and sales literature disseminated in connection with an offering of securities. Saskatchewan legislation also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the individual who made the verbal statement. In addition, Saskatchewan legislation provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold by a vendor who is trading in Saskatchewan in contravention of Saskatchewan securities legislation, regulations or a decision of the Financial and Consumer Affairs.

Authority of Saskatchewan.

The Saskatchewan legislation also provides a right of action for rescission or damages to a purchaser of securities to whom an offering memorandum or any amendment to it was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by the Saskatchewan legislation. A purchaser who receives an amended offering memorandum has the right to withdraw from the agreement to purchase the securities by delivering a notice to the issuer or selling security holder within two business days of receiving the amended offering memorandum.

These rights are in addition to, and without derogation from, any other rights or remedies available at law to a Saskatchewan purchaser. The foregoing is a summary of the rights available to a Saskatchewan purchaser. Not all defences upon which an issuer or others may rely are described herein. Saskatchewan purchasers should refer to the complete text of the relevant statutory provisions.

Manitoba Investors

If an offering memorandum or any amendment thereto sent or delivered to a purchaser contains a misrepresentation, the purchaser who purchases the security is deemed to have relied on the misrepresentation if it was a misrepresentation at the time of the purchase and has a statutory right of action for damages against the issuer, every director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum. Alternatively, the purchaser may elect to exercise a statutory right of rescission against the issuer, in which case the purchaser will have no right of action for damages against any of the aforementioned persons. Unless otherwise provided under applicable securities legislation, no action shall be commenced to enforce any of the foregoing rights more than: (a) in the case of an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action, or (b) in the case of an action for damages, the earlier of (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action, or (ii) two years after the date of the transaction that gave rise to the cause of action. A purchaser to whom the offering memorandum is required to be sent may rescind the contract to purchase the securities by sending a written notice of rescission to the issuer not later than midnight on the second day, excluding Saturdays, Sunday and holidays, after the purchaser signs the agreement to purchase the securities.