



TERM SHEET – February 2025 INGENI INC

Private Placement of up to \$3,000,000 USD of Secured Convertible Debentures

The following sets out the terms of a proposed financing of Ingeni Inc (Ingeni or Issuer) by way of a private placement of Convertible Debenture, pursuant to prospectus exemptions and set out in the applicable securities laws of the selling jurisdictions. The first \$500,000 of Debenture purchase will receive an additional 20 % discount to conversion price as below noted:

THE OFFERING

- Issuer:** Ingeni Inc. (the “Corporation”). A Wyoming Corporation
- Terms:** Private Placement in USD. (the “Offering”) in principal amount of convertible debentures to be issued on a best-efforts basis, by way of the “Accredited Investor”, and other exemptions from the registration and prospectus requirements of applicable securities legislations;
- The Convertible Debenture Issuer will pay interest at 8% per annum paid semi annually.
 - The term of the Convertible Debenture will be for a period of 24 months and redeemable at the discretion of the Corporation at any time after 12 months.
 - The Holder will be issued a Right to Convert the Convertible Debenture and Accrued Interest into Common Shares of the Issuer at the lessor of \$0.56 or at a discount of 20% from a Series A Common Share offering planned or equivalent.
 - A Bonus Conversion price is offered for the first \$500,000 in Debenture purchase reducing the Holder of a Bonus Conversion price at the lessor of \$0.45 or a discount of 30% from a Series A Common Share offering planned or equivalent
 - The Debenture may be converted by the Holder at any time prior to 14 days after the notice of Convertible Debenture Redemption by the Corporation
 - Rights of the Holder are subject to Convertible Debenture Agreement terms.
 - Planned Common Shares Series A or equivalent financing (Common Share issue by way of Public or Private subscription).
- Security:** The obligations of the Corporation under this Debentures will be subject to a security interest over the assets of Issuer.
- Use of Proceeds:** Proceeds are intended to be used to further the Corporation’s operations, business and finance development as approved by the Board of Directors of the Corporation.
- Over Subscription** The Corporation reserves the right to increase the amount of the Offering.
- Offering Jurisdictions:** The Offering will take place by way of a private placement to qualified investors (“Subscribers”) in jurisdiction where allowed and where the Offering can lawfully be made including Canada, United Kingdom the U.S. and elsewhere under applicable private placement exemptions.
- Minimum Subscription:** All subscriptions are subject to acceptance by the Corporation.
- Definitive Documentation:** The Offering will made pursuant to Ingeni Convertible Debenture and applicable subscription agreements to be entered into between the Corporation and the Subscribers and which will provide for the issuance of the Convertible Debentures represented by agreements/certificates having the terms and conditions substantially as set out herein. Conversion into Common Shares is by subscription.
- Resale Restrictions:** The Debentures and the Common Shares issuable upon conversion of the Debentures will/may be subject to resale restrictions. Subscribers are advised to consult their advisors with respect to such resale restrictions., The Convertible Debentures and the Common Shares issuable upon conversion

of the Convertible Debentures may be subject to a hold period of up to four months and a day subject to applicable regulations.

Share Capital: The Issuer has only issued one class of shares being Common Shares. The holders of the Common Shares are entitled to dividends, if, as and when declared by the Board of Directors, to one vote per share at meetings of the Shareholders of the Corporation and upon liquidation, to receive such assets of the Corporation as are distributable to the holders of the Common Shares.

Closing Date: The Offering may close in one or more closings in the discretion of the Corporation. Closing will occur on such date as the Corporation determines. (each such closing being a “Closing Date”).

Fees and Expenses: Each party will bear its own costs and expenses in pursuing, negotiating and implementing the transactions contemplated in this term sheet, including but not limited to any legal, accounting and financial costs.

Confidentiality: The parties and their advisors acknowledge and agree that all confidential information and all matters relating to the Offering (and all negotiations relating to same) shall be held in strict confidence by all parties and shall not be disclosed to any other person (except their professional advisors who require such information) at any time without the prior written consent of the other party. If the Offering is not completed for any reason, all confidential information shall continue to be kept in confidence by each of the parties and its advisors and not disclosed to any other person without the prior consent of the party to whom it relates.

For Further Information Contact:

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This Term Sheet is intended to summarize the terms, conditions, and principal characteristics of the proposed private placement. This Term Sheet is confidential and is for information use only. This Term Sheet is for information purposes only and does not constitute an offer to sell or a solicitation to buy the securities referred to herein. Legally binding obligations will only be made pursuant to definitive agreements to be negotiated and executed by the parties.