RED LIGHT HOLLAND CORP.

as the Buyer

and

FILAMENT HEALTH CORP.

as the Company

ARRANGEMENT AGREEMENT

March 10, 2026

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This Arrangement Agreement (this "**Agreement**"), dated as of March 10, 2026 is entered into between Filament Health Corp., a corporation incorporated under the laws of the Province of British Columbia (the "**Company**") and Red Light Holland Corp., a corporation incorporated under the laws of the Province of Ontario (the "**Buyer**").

Recitals

WHEREAS, the Buyer proposes to acquire all of the outstanding common shares of the Company by way of a plan of arrangement (the "**Arrangement**") on the terms and subject to the conditions set forth in this Agreement;

AND WHEREAS, the Company Board has unanimously determined, after receiving financial and legal advice, that the Consideration to be received by the Company Shareholders is fair from a financial point of view and that the Arrangement is in the best interests of the Company and its security holders, and the Company Board has unanimously resolved to recommend that the Company Shareholders vote in favour of the Arrangement Resolution, all subject to the terms and conditions contained in this Agreement;

AND WHEREAS, the Buyer has entered into the Support Agreements with the Supporting Shareholders and Voting and Standstill Agreements with the Standstill Shareholders pursuant to which, among other things, each such Supporting Shareholder and Standstill Shareholder has agreed to vote in favour of the Arrangement Resolution, all securities of the Company now held or hereafter acquired by them that are entitled to vote on the matter, on the terms and subject to the conditions set forth in such Support Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
INTERPRETATION

Section 1.01 Definitions.

As used in this Agreement, the following terms have the following meanings:

"**affiliate**" has the meaning specified in National Instrument 45-106 - *Prospectus Exemptions*.

"**Agreement**" means this arrangement agreement, together with the schedules attached hereto and the Buyer Disclosure Letter and the Company Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

"**Arrangement**" means an arrangement pursuant to provisions of Division 5 of Part 9 of the BCBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith,

herewith or made at the direction of the Court either in the Interim Order or the Final Order with the consent of the Company and the Buyer, each acting reasonably.

"**Arrangement Resolution**" means the special resolution of the Company Shareholders approving the Plan of Arrangement to be considered at the Company Meeting substantially in the form set out in Schedule B, subject to any amendments or variations thereto made in accordance with this Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Buyer, each acting reasonably.

"**Assets and Properties**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person.

"**associate**" has the meaning specified in the *Securities Act* (British Columbia).

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, qualification, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended, and the rules and regulations promulgated thereunder.

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday, in the city of Vancouver, British Columbia or Toronto, Ontario.

"**Business**" means the business carried on currently and prior to the date of this Agreement by the Company and Psilo consisting of a clinical-stage natural psychedelic drug development business.

"**Buyer**" has the meaning set forth in the preamble.

"**Buyer Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons "acting jointly or in concert" (within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*) other than the Company (or any affiliate of the Company) after the date of this Agreement relating to:

(a) any direct or indirect acquisition, purchase, sale, disposition, alliance or joint venture (or any licence, lease, long-term supply agreement or other arrangement having the same economic effect as a sale or disposition), in a single transaction or series of related transactions, of assets (including shares of Subsidiaries of the Buyer) or joint venture, partnership or similar transaction representing 20% or more of the consolidated assets or

contributing 20% or more of the consolidated revenue, as applicable, of the Buyer and its Subsidiaries, taken as a whole;

(b) any direct or indirect sale, disposition, issuance shares or other equity interests representing 20% or more of the voting or equity securities (or rights or interests in such voting or equity securities) of the Buyer or any of its Subsidiaries whose assets, individually or in the aggregate, represent 20% or more of the consolidated assets of the Buyer and its Subsidiaries;

(c) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning or having the right to acquire 20% or more of any class of voting or equity securities of the Buyer;

(d) any plan of arrangement, merger, amalgamation, consolidation, share exchange, debt exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution or winding up involving the Buyer or any of its Subsidiaries;

(e) any transaction which would reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would reasonably be expected to materially reduce the benefits to the Company under this Agreement; or

(f) any other similar transaction or series of transactions involving the Buyer or any of its Subsidiaries.

"**Buyer Board**" means the board of directors of the Buyer as constituted from time to time.

"**Buyer Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Buyer to the Company with this Agreement.

"**Buyer Employees**" means the officers and employees of the Buyer and its Subsidiaries.

"**Buyer Equity Incentive Plan**" means the Buyer's equity incentive plan most recently approved by the Buyer Shareholders on October 31, 2024.

"**Buyer Filings**" means all documents publicly filed by or on behalf of the Buyer on SEDAR+.

"Buyer Financing" means (i) one or more bona fide financings completed by the Buyer for cash consideration after the date of this Agreement but before the Effective Date (including by way of public offering, private placement, bought deal, marketed offering, at-the-market offering, subscription receipt financing or other equity or equity-linked financing), in each case entered into and completed at arm's length and on commercially reasonable terms, and not primarily undertaken

for the purpose of reducing the Consideration Shares issuable under this Agreement; or (ii) with respect to the Transaction Bonus RSUs, one or more bona fide financings completed by the Buyer for cash consideration after the Effective Date (including by way of public offering, private placement, bought deal, marketed offering, at-the-market offering, subscription receipt financing or other equity or equity-linked financing), in each case entered into and completed at arm's length and on commercially reasonable terms.

"**Buyer Financing Shares**" means Buyer Shares issued in connection with a Buyer Financing.

"**Buyer Information**" means all information to be included in the Company Circular (including in documents incorporated by reference) describing the Buyer, its Subsidiaries, the business, operations and affairs of the Buyer and its Subsidiaries, as required by the Interim Order or applicable Laws.

"**Buyer Match Period**" has the meaning set forth in Section 7.02(a)(v).

"**Buyer Material Adverse Effect**" means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, states of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of the Buyer and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstances resulting from: (a) any change affecting any of the industries in which the Buyer or any of its Subsidiaries operate generally in Canada; (b) any change in general economic, business, regulatory, political, financial, capital, securities or credit market conditions in Canada; (c) any outbreak of war or act of terrorism; (d) any change in Law or IFRS or the enforcement, implementation or interpretation thereof; (e) any natural disaster or epidemic, pandemic or disease outbreak (including the COVID-19 virus); (f) any action taken (or omitted to be taken) by the Buyer or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is consented to by the Company in writing; (g) the announcement of this Agreement or consummation of the Arrangement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Buyer or its Subsidiaries with the Buyer's employees, customers, suppliers, partners and other Persons with which the Buyer or any of its Subsidiaries has business relations; (h) any matter that has been disclosed by the Buyer in the Buyer Filings prior to the date hereof or that is set forth in the Buyer Disclosure Letter; (i) the failure of the Buyer to meet any internal or published projections, forecasts, guidance or estimate of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Buyer Material Adverse Effect has occurred); or (j) any change in the market price or trading volume of any securities of the Buyer (it being understood that the causes underlying such change in market price or trading

volume may be taken into account in determining whether a Buyer Material Adverse Effect has occurred); *provided*, however, if any change, event, occurrence, effect, state of facts or circumstance in clauses (a) through and including (e) above has a materially disproportionate effect on the Buyer and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Buyer or any of its Subsidiaries operate, such effect may be taken into account in determining whether a Buyer Material Adverse Effect has occurred, and (ii) references in certain Sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a "Buyer Material Adverse Effect" has occurred.

"**Buyer Nominees**" means any four nominees to be selected by the Buyer prior to completion of the Arrangement, provided that such director nominees shall be selected from Persons that are directors and/or officers of the Buyer as of the date of this Agreement.

"**Buyer Options**" means the outstanding options to purchase Buyer Shares issued pursuant to the Buyer Equity Incentive Plan, as listed in Section 4.01(i) of the Buyer Disclosure Letter.

"**Buyer RSUs**" means the outstanding restricted share units which vest upon settlement into Buyer Shares issued pursuant to the Buyer Equity Incentive Plan, as listed in Section 4.01(i) of the Buyer Disclosure Letter.

"**Buyer Shareholders**" means the registered and/or beneficial owners of the Buyer Shares, as the context requires.

"**Buyer Shares**" means the common shares in the capital of the Buyer.

"**Buyer Superior Proposal**" means any bona fide written Buyer Acquisition Proposal to acquire, directly or indirectly, not less than all of the outstanding Buyer Shares or all or substantially all of the assets of the Buyer on a consolidated basis that did not result from a breach of this Agreement and: (a) that, in the opinion of the Buyer Board, is reasonably capable of being completed, without undue delay, taking into account all financial, legal, regulatory and other aspects of such Buyer Acquisition Proposal and the Person making such Buyer Acquisition Proposal; (b) that is not subject to a financing condition and in respect of which it has been demonstrated to the satisfaction of the Buyer Board, after receipt of advice from its financial advisors and outside legal counsel, that adequate arrangements have been made in respect of any financing required to complete such Buyer Acquisition Proposal; (c) that is not subject to a due diligence condition or access condition; (d) in respect of which the Buyer Board determines, in its good faith judgment, after receiving the advice of its outside legal counsel and its financial advisors, that it would, if consummated in accordance with its terms (but without assuming away the risk of non-completion), result in a transaction which is more favourable to Buyer Shareholders than the Arrangement (including any adjustment to the terms and conditions of the Arrangement proposed by the Company pursuant to Section

7.04(a)(vi); (e) complies with Securities Laws in all material respects; (f) did not result from or involve a breach of this Agreement, or any other agreement between the Person making the Buyer Acquisition Proposal and the Buyer or any of its Subsidiaries; and (g) in the event that the Buyer does not have the financial resources to pay the Buyer Termination Payment (should such payment be owing), the terms of such Buyer Acquisition Proposal provide that the Person making such Buyer Acquisition Proposal shall advance or otherwise provide the Buyer with the cash for the Buyer to make the Buyer Termination Payment, and such amount shall be advanced or provided on or before the date such Buyer Termination Payment becomes payable.

"**Buyer Superior Proposal Notice**" has the meaning set forth in Section 7.04(a)(iii).

"**Buyer Termination Payment**" has the meaning set forth in Section 7.06(g).

"**Buyer Termination Payment Event**" has the meaning set forth in Section 7.06.

"**Buyer Warrants**" means the outstanding options to purchase Buyer Shares, as listed in Section 4.01(i) of the Buyer Disclosure Letter.

"**Canadian Holder Bridge Loan**" means the existing Bridge Loan held by a Canadian holder as set forth in Section 1.01(d) of the Company Disclosure Letter.

"**CDSA**" means the *Controlled Drugs and Substances Act* (Canada), as amended.

"**CFPOA**" has the meaning set forth in Section 3.01(uu).

"**Company**" has the meaning set forth in the preamble, and includes any successor to the Company.

"**Company Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons "acting jointly or in concert" (within the meaning of National Instrument 62-104 – *Takeover Bids and Issuer Bids*) other than the Buyer (or any affiliate of the Buyer) after the date of this Agreement relating to:

(a) any direct or indirect acquisition, purchase, sale, disposition, alliance or joint venture (or any licence, lease, long-term supply agreement or other arrangement having the same economic effect as a sale or disposition), in a single transaction or series of related transactions, of assets (including shares of Subsidiaries of the Company) or joint venture, partnership or similar transaction representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue, as applicable, of the Company and its Subsidiaries, taken as a whole;

(b) any direct or indirect sale, disposition, issuance shares or other equity interests representing 20% or more of the voting or equity securities (or rights or interests in such voting or equity securities) of the Company or any of its Subsidiaries whose assets, individually or in the aggregate, represent 20% or more of the consolidated assets of the Company and its Subsidiaries;

(c) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning or having the right to acquire 20% or more of any class of voting or equity securities of the Company;

(d) any plan of arrangement, merger, amalgamation, consolidation, share exchange, debt exchange, share reclassification, business combination, reorganization, recapitalization, liquidation, dissolution or winding up involving the Company or any of its Subsidiaries;

(e) any transaction which would reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would reasonably be expected to materially reduce the benefits to the Buyer under this Agreement; or

(f) any other similar transaction or series of transactions involving the Company or any of its Subsidiaries.

"**Company Board**" means the board of directors of the Company as constituted from time to time.

"**Company Board Recommendation**" has the meaning set forth in Section 2.05(b).

"**Company Bridge Loan**" means the bridge loan extended by certain parties to the Company, as listed in Section 3.01(k)(v) of the Company Disclosure Letter.

"**Company Bridge Loan Agreement**" means the agreements, as amended, in respect of the Company Bridge Loans between, on the one hand, the Company and, on the other hand and in separate Bridge Loan Agreements, holders representing in the aggregate 100% of the principal amount of the Bridge Loans.

"**Company Change in Recommendation**" means the Company Board fails to recommend or withdraws, amends, modifies or qualifies (or proposes publicly to withdraw, amend, modify or qualify), in a manner adverse to the Buyer, the Company Board Recommendation, or the Company Board accepts, approves, endorses or recommends or publicly proposes to accept, approve, endorse or recommend a Company Acquisition Proposal, or takes no position or remains neutral with respect to, any publicly announced Company Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed Company Acquisition

Proposal for a period of no more than five Business Days following such public announcement or public disclosure will not be considered to be a Company Change in Recommendation provided the Company Board has rejected such Company Acquisition Proposal and affirmed the Company Board Recommendation before the end of such five Business Day period (or in the event that the Company Meeting is scheduled to occur within such five Business Day period, no later than the later of one Business Day following the public announcement or public disclosure of such Company Acquisition Proposal or the second Business Day prior to the date of the Company Meeting)).

"**Company Circular**" means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices, and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Company Data Room**" means the material contained in the virtual data room established by the Company as at 10:00 a.m. on March 9, 2026, the index of documents of which is attached to Section 1.01(a) of the Company Disclosure Letter.

"**Company Debenture Agreements**" means the agreements in respect of the Company Debentures between, on the one hand, the Company and, on the other hand and in separate Company Debenture Agreements, holders representing in the aggregate 100% of the principal amount of the Company Debentures.

"**Company Debentures**" means the outstanding debentures issued by the Company to each of the holders of outstanding debentures of the Company as listed in Section 3.01(k)(v) of the Company Disclosure Letter.

"**Company Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Company to the Buyer with this Agreement.

"**Company Employees**" means the officers and employees of the Company and its Subsidiaries.

"**Company Equity Incentive Plan**" means the Company's equity incentive plan most recently approved by the Company Shareholders on May 28, 2021.

"**Company Filings**" means all documents publicly filed by or on behalf of the Company on SEDAR+.

"**Company Financial Advisor**" means Evans & Evans, Inc.

"**Company Financial Statements**" has the meaning set forth in Section 3.01(t)(i).

"**Company Information**" means all information to be included in the Company Circular (including in documents incorporated by reference) describing the Company, its Subsidiaries, the business, operations and affairs of the Company and its Subsidiaries, and the matters to be considered at the Company Meeting, as required by the Interim Order or applicable Laws.

"**Company Intellectual Property Rights**" has the meaning set forth in Section 3.01(gg).

"**Company Leased Properties**" has the meaning set forth in Section 3.01(dd)(ii).

"**Company Match Period**" has the meaning set forth in Section 7.04(a)(v).

"**Company Material Adverse Effect**" means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, states of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of the Company and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstances resulting from: (a) any change affecting any of the industries in which the Company or any of its Subsidiaries operate generally in Canada; (b) any change in general economic, business, regulatory, political, financial, capital, securities or credit market conditions in Canada; (c) any outbreak of war or act of terrorism; (d) any change in Law or IFRS or the enforcement, implementation or interpretation thereof; (e) any natural disaster or epidemic, pandemic or disease outbreak (including the COVID-19 virus) (f) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries, which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is consented to by the Buyer in writing; (g) the announcement of this Agreement or consummation of the Arrangement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company or its Subsidiaries with the Company's employees, customers, suppliers, partners and other Persons with which the Company or any of its Subsidiaries has business relations; (h) any matter that has been disclosed by the Company in the Company Filings prior to the date hereof or that is set forth in the Company Disclosure Letter; (i) the failure of the Company to meet any internal or published projections, forecasts, guidance or estimate of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Company Material Adverse Effect has occurred); or (j) any change in the market price or trading volume of any securities of the Company (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Company Material Adverse Effect has occurred); *provided*, however, if any change, event, occurrence, effect, state of facts or circumstance in clauses (a) through and including (e) above has a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole,

relative to other comparable companies and entities operating in the industries in which the Company or any of its Subsidiaries operate, such effect may be taken into account in determining: (i) whether a Company Material Adverse Effect has occurred; and (ii) that references in certain Sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a "Company Material Adverse Effect" has occurred.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement thereof in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Buyer.

"**Company Nominee**" means one director nominee to be selected by the Company prior to completion of the Arrangement, provided that such director nominee shall be selected from Persons that are directors and/or officers of the Company as of the date of this Agreement.

"**Company Options**" means the outstanding options to purchase Company Shares issued pursuant to the Company Equity Incentive Plan, as listed in Section 3.01(k)(v) of the Company Disclosure Letter.

"**Company Optionholders**" means the holders of the Company Options.

"**Company RSUs**" means the restricted share units to acquire Company Shares issued pursuant to the Company Equity Incentive Plan, as listed in Section 3.01(k)(v) of the Company Disclosure Letter.

"**Company Share**" means a common share in the capital of the Company.

"**Company Shareholders**" means the registered and/or beneficial owners of the Company Shares, as the context requires.

"**Company Superior Proposal**" means any bona fide written Company Acquisition Proposal to acquire, directly or indirectly, not less than all of the outstanding Company Shares or all or substantially all of the assets of the Company on a consolidated basis that did not result from a breach of this Agreement and: (a) that, in the opinion of the Company Board, is reasonably capable of being completed, without undue delay, taking into account all financial, legal, regulatory and other aspects of such Company Acquisition Proposal and the Person making such Company Acquisition Proposal; (b) that is not subject to a financing condition and in respect of which it has been demonstrated to the satisfaction of the Company Board, after receipt of advice from its financial advisors and outside legal counsel, that adequate arrangements have been made in respect of any financing required to complete such Company Acquisition Proposal; (c) that is not subject to a due diligence condition or access condition; (d) in respect of which the Company Board

determines, in its good faith judgment, after receiving the advice of its outside legal counsel and its financial advisors, that it would, if consummated in accordance with its terms (but without assuming away the risk of non-completion), result in a transaction which is more favourable to Company Shareholders than the Arrangement (including any adjustment to the terms and conditions of the Arrangement proposed by the Buyer pursuant to Section 7.02(a)(vi); (e) complies with Securities Laws in all material respects; (f) did not result from or involve a breach of this Agreement or any other agreement between the Person making the Company Acquisition Proposal and the Company or any of its Subsidiaries; and (g) in the event that the Company does not have the financial resources to pay the Company Termination Payment (should such payment be owing), the terms of such Company Acquisition Proposal provide that the Person making such Company Acquisition Proposal shall advance or otherwise provide the Company with the cash for the Company to make the Company Termination Payment, and such amount shall be advanced or provided on or before the date such Company Termination Payment becomes payable.

"**Company Superior Proposal Notice**" has the meaning set forth in Section 7.02(a)(iii).

"**Company Termination Payment**" has the meaning set forth in Section 7.05(g).

"**Company Termination Payment Event**" has the meaning set forth in Section 7.05.

"**Company Voting Securityholders**" means, collectively, the Company Shareholders and the Company Optionholders.

"**Company Warrants**" means the outstanding warrants to purchase Company Shares, as listed in Section 3.01(k)(v) of the Company Disclosure Letter.

"**Consideration**" means the consideration to be received by Company Shareholders pursuant to the Plan of Arrangement as consideration for their Company Shares, which shall be issued upon the terms set forth in Section 2.10 and Section 2.11, subject to adjustment in the manner and in the circumstances contemplated in Section 2.15 of this Agreement.

"**Consideration Shares**" means the Buyer Shares to be issued as the Consideration pursuant to the Arrangement, including (i) Buyer Shares issued as consideration to Company Shareholders pursuant to Section 2.10, (ii) Buyer Shares issued in settlement of obligations pursuant to Section 2.11 (including any Conversion Shares), (iii) Buyer Shares issued as Preferred Share Consideration in respect of the Canadian Holder Bridge Loan pursuant to the Plan of Arrangement, and (iv) Buyer Shares issued upon settlement of any RSUs granted in connection with the Arrangement (including Transaction Bonus RSUs), in each case as contemplated by the Plan of Arrangement.

"**Contaminant**" means and includes, without limitation, any pollutants, contaminants, chemicals, industrial, toxic or hazardous wastes, materials or substances or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Laws.

"**Contract**" means any legally binding agreement, commitment, engagement, contract, licence, lease, obligation, undertaking or joint venture to which a Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

"**Controlled Substances Dealer's License**" means that certain Controlled Substances Dealer's License [redacted] issued pursuant to the CDSA and its Regulations to Psilo as a licensed dealer at [redacted], for the conduct of the following activities: possession, production, assembling, sale/provision and sending, transportation and delivery, for the controlled substances, including their salts as listed in the Regulations and specified in such license. **[Redacted: confidential information.]**

"**Conversion Shares**" has the meaning set forth in Section 2.11.

"**Court**" means the Supreme Court of British Columbia.

"**CSE**" means the Canadian Securities Exchange.

"Departing Personnel" means the employees and consultants of the Company and/or any Company Subsidiary as set forth in Section 5.10(a) of the Company Disclosure Letter, in each case together with any of their respective estates, personal representatives and heirs.

"**Depositary**" means such trust company, bank or other financial institution as the Company may appoint to act as depositary in relation to the Arrangement, with the approval of the Buyer, acting reasonably.

"**Dissent Rights**" means the rights of dissent provided to Company Shareholders in respect of the Arrangement Resolution as described in the Plan of Arrangement.

"**Effective Date**" means the date upon which the Arrangement becomes effective pursuant to the Plan of Arrangement.

"**Effective Time**" has the meaning set forth in the Plan of Arrangement.

"**Employee Plans**" means all employee benefit, health, dental or other medical, life, disability or other insurance (whether insured or self-insured) welfare, mortgage insurance, employee loan, employee assistance, supplemental unemployment benefit, bonus, profit sharing, option, incentive, incentive compensation, deferred compensation, share purchase, share compensation, share appreciation, pension, retirement, savings, supplemental retirement, severance or termination pay, and any other material plans, programs, practices, policies,

agreements or arrangements (whether written or unwritten) for the benefit of employees, former employees, directors or former directors of a Party or its Subsidiaries, or their respective dependents or beneficiaries, which are maintained by or binding upon a Party or its Subsidiaries or in respect of which a Party or its Subsidiaries has any actual or potential liability, other than benefit plans established pursuant to statute.

"**Environmental Activity**" means and includes, without limitation, any past, present or contemplated activity, event or circumstance in respect of a Contaminant, including, without limitation, the storage, use, holding, collection, purchase, accumulation, generation, manufacture, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater.

"**Environmental Laws**" means all Laws imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of Contaminants.

"**Escrow Agent**" means Garfinkle Biderman LLP or such other Person as may be mutually agreed upon and duly appointed by the Buyer and Escrowed Shareholders, each acting reasonably, as escrow agent pursuant to the Escrow Agreements.

"**Escrow Amount**" means an amount equal to 7.5% of the Transaction Value.

"**Escrowed Shares**" means the number of Buyer Shares to be deposited with the Escrow Agent pursuant to the Escrow Agreements, having a deemed value equal to the Escrow Amount, determined by dividing the Escrow Amount by the Consideration Share Price.

"**Escrowed Shareholders**" means certain officers, directors and other significant shareholders of the Company that will own, or exercise control or direction over, Buyer Shares or securities convertible into, or exchangeable for, Buyer Shares after the Effective Date, as set forth in Section 1.01(b) of the Company Disclosure Letter.

"**Escrow Agreements**" means the escrow agreements between the Buyer and the Escrowed Shareholders, entered into on or prior to the Effective Date in substantially the form of agreement attached hereto as Schedule E.

"**Existing Bridge Loan Holders**" means certain creditors of the Company, as set forth in Section 1.01(d) of the Company Disclosure Letter, who have agreed to

settle the Existing Bridge Loans (other than the Canadian Holder Bridge Loan) into Conversion Shares pursuant to the terms of this Arrangement.

"**Existing Company Creditors**" means certain creditors of the Company, as set forth in Section 1.01(c) of the Company Disclosure Letter, who have agreed to settle the Existing Company Loans into Conversion Shares pursuant to the terms of a settlement agreement to be entered into between the Company, Buyer and the applicable Existing Company Creditor, the form of which is attached hereto as Schedule G.

"**Existing Company Debentureholders**" means holders of Company Debentures pursuant to the Company Debenture Agreements, who have agreed to settle the Company Debenture Agreements into Conversion Shares pursuant to the terms of a settlement agreement to be entered into between the Company, Buyer and the applicable Existing Company Creditor, the form of which is attached hereto as Schedule G.

"**Existing Company Debt Settlement Amount**" means, with respect to each Existing Company Creditor, the amount of debt to be settled with Conversion Shares pursuant to a settlement agreement to be entered into between the Company, Buyer and the applicable Existing Company Creditor, the form of which is attached hereto as Schedule G.

"**Existing Company Loans**" means each of the outstanding loans or payables of the Existing Company Creditors, as set forth in Section 1.01(d) of the Company Disclosure Letter.

"**Fairness Opinion**" has the meaning set forth in Section 3.01(e).

"**Final Order**" means the order of the Court, in form and substance satisfactory to each Party, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that such amendment is satisfactory to each of the Parties, acting reasonably) on appeal.

"**Governmental Entity**" means: (a) any international, multi-national, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, minister, cabinet, governor in council, ministry, agency or instrumentality, domestic or foreign; (b) any subdivision or authority of any of the foregoing; (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange, including, for greater certainty, the CSE.

"**Health Canada**" means the Department of Health of the Government of Canada.

"**IFRS**" means International Financial Reporting Standards as incorporated in the Chartered Professional Accountants of Canada Handbook, at the relevant time applied on a consistent basis.

"**Intellectual Property**" means domestic and foreign intellectual property rights, including: (a) inventions, patents, applications for patents and reissues, divisions, continuations, re-examinations, renewals, extensions and continuations-in-part of patents or patent applications; (b) copyrights, copyright registrations and applications for copyright registration; (c) mask works, mask work registrations and applications for mask work registrations; (d) designs and similar rights, design registrations, design registration applications, and integrated circuit topographies and similar rights; (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (f) trade secrets, confidential information and know-how.

"**Interested Shareholders**" means any Company Shareholders the vote of which is required to be excluded from the minority approval vote under Part 8 of MI 61-101 with respect to the Arrangement Resolution.

"**Interim Order**" means the interim order of the Court providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of each of the Parties, acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended, unless expressly specified otherwise.

"**Legacy Liabilities**" has the meaning set forth in Section 3.01(u).

"**Licenses and Permits**" means the licenses and permits listed or attached to Section 1.01(e) of the Company Disclosure Letter, including the Controlled Substances Dealer's License.

"**Lien**" means any mortgage, charge, pledge, encumbrance, hypothec, security interest, prior claim or lien (statutory or otherwise), in each case, whether contingent or absolute.

"**Magdalena**" means Magdalena Biosciences Inc., a company existing under the laws of the State of Delaware.

"**Material Contract**" means: (a) any Contract that, if terminated or modified or if it ceased to be in effect, would reasonably be expected to have: (i) in the case of the Buyer, a Buyer Material Adverse Effect; or (ii) in the case of the Company, a Company Material Adverse Effect; (b) any Contract relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money in excess of $100,000 in the aggregate; (c) any Contract under which indebtedness in excess of $50,000 is or may become outstanding, other than a Contract between two or more wholly-owned Subsidiaries of a Party or between a Party and one or more of its wholly owned Subsidiaries; (d) any Contract under which a Party or any of its Subsidiaries is obligated to make or expects to receive payments in excess of $100,000 over the remaining term; (e) any Contract that creates an exclusive dealing arrangement or right of first offer or refusal; (f) any Contract providing for the purchase, sale or exchange of, or option to purchase, distribute, sell or exchange, any property or asset; (g) any Contract that limits or restricts in any material respect (i) the ability of a Party or any Subsidiary to engage in any line of business or carry on business in any geographic area; or (ii) the scope of Persons to whom a Party or any of its Subsidiaries may sell products; (h) any Contract providing for the establishment, investment in, organization or formation of any joint venture, partnership or other revenue sharing arrangements in which the interest of a Party or its Subsidiaries has a fair market value which exceeds $100,000; (i) any Contract between the Company or a Subsidiary and a non-arm's length Party; or (j) any Contract in connection with a material Asset or Property of a Party or any of its Subsidiaries.

"**Misrepresentation**" has the meaning ascribed thereto under Securities Laws.

"**MI 61-101**" means Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* of the Canadian Securities Administrators.

"**Money Laundering Laws**" has the meaning set forth in Section 3.01(rr).

"**Non-Compete Shareholders**" means certain officers, directors and other significant employees or consultants of the Company, as set forth in Section 1.01(b) of the Company Disclosure Letter.

"**Non-Competition Agreements**" means the non-competition and non-solicitation agreements between the Buyer and the Non-Compete Shareholders, entered into on or prior to the Effective Date in substantially the form of agreement attached hereto as Schedule F.

"**Order**" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, decrees or similar actions taken by, or applied by, any Governmental Entity (in each case, whether temporary, preliminary or permanent).

"**ordinary course of business**" or any similar reference means, with respect to an action taken or to be taken by any Person, that such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day business and operations of such Person.

"**Outside Date**" means May 1, 2026 or such later date as may be agreed to in writing by the Parties.

"Pari Passu Agreements" means the *pari passu* agreements to be executed and delivered on the date hereof by (A) [redacted] and (B) each other Person that holds a Lien securing any indebtedness or obligation of the Company or any Company Subsidiary as of the date hereof (including, to the extent applicable, holders of Company Debentures, Existing Company Loans and Company Bridge Loans), in each case in form and substance satisfactory to the Buyer, acting reasonably. **[Redacted: confidential information.]**

"**Parties**" means the Buyer and the Company, and "**Party**" means either one of them.

"**Pending Buyer Acquisition Proposal**" has the meaning set forth in Section 7.06(d)(i).

"**Pending Company Acquisition Proposal**" has the meaning set forth in Section 7.05(d)(i).

"**Permitted Liens**" means, as of any particular time and in respect of any Person, each of the following Liens: (a) the reservations, limitations, provisos and conditions expressed in the original grant from the Crown and recorded against title and any statutory exceptions to title; (b) inchoate or statutory liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of real or personal property; (c) easements, servitudes, restrictions, restrictive covenants, party wall agreements, rights of way, licences, permits and other similar rights in real property (including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables) that do not, individually or in the aggregate, materially and adversely impair the current use and operation thereof (assuming its continued use in the manner in which it is currently used); (d) encroachments that do not materially impair or affect the current use or value of any real property and minor defects or irregularities in title to any real property; (e) Liens for Taxes not yet due in respect of which an applicable reserve has been made; (f) Liens imposed by Law and incurred in the ordinary course of business for obligations not yet due or delinquent; (g) Liens in respect of pledges or deposits under workers' compensation, social security or similar Laws, other than with respect to amounts which are due and delinquent, unless such amounts are being contested in good faith by appropriate proceedings; (h) zoning and building by-laws and ordinances and airport zoning regulations

made by public authorities and other restrictions affecting or controlling the use or development of any real property; (i) agreements affecting real property with any municipal, provincial or federal governments or authorities and any public utilities (including subdivision agreements, development agreements and site control agreements) that do not, individually or in the aggregate, materially and adversely impair the current use and operation thereof (assuming its continued use in the manner in which it is currently used); (j) any notices of leases registered on title and licences of occupation; (k) purchase money liens and liens securing rental payments under capital lease arrangements; (l) with respect to the Company, Liens as listed and described in Section 1.01(f) of the Company Disclosure Letter; and (m) such other imperfections or irregularities of title or Lien that, in each case, do not materially adversely affect the use of the properties or assets subject thereto or otherwise materially adversely impair business operations of such properties.

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative or government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"**PPSA**" means the *Personal Property Security Act* (British Columbia), as amended.

"**Plan of Arrangement**" means the plan of arrangement of the Company under the BCBCA substantially in the form and content of Schedule A attached hereto and any amendment or variation thereto made in accordance with the Plan of Arrangement or this Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably.

"**Preferred Share Consideration**" means, for each Company Preferred Share, a number of Buyer Shares equal to the Preferred Share Exchange Ratio.

"**Psilo**" means Psilo Scientific Ltd., a company incorporated under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company.

"**Registrar**" has the meaning ascribed to such term in the BCBCA.

"**Regulatory Approvals**" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry of any waiting period imposed by Law or a Governmental Entity, in each case in connection with this Agreement or the Arrangement.

"**Reporting Insider**" has the meaning set forth in National Instrument 55-104 - *Insider Reporting Requirements and Exemptions* of the Canadian Securities Administrators.

"**Run-Off Policy Minimum Criteria**" means the minimum terms and conditions for the Run-Off Policy as set forth in Schedule 5.08(b) of the Company Disclosure Letter.

"**Section 3(a)(10) Exemption**" means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

"Secured Termination Payment Obligations" means all obligations of the Company to pay the Company Termination Payment and any interest, costs and expenses expressly provided in Section 7.05(i) upon the occurrence of a Company Termination Payment Event under Section 7.05(c) or Section 7.05(d).

"**Securities Authorities**" means the British Columbia Securities Commission and the applicable securities commissions or securities regulatory authority of a province or territory of Canada.

"**Securities Laws**" means the *Securities Act* (British Columbia) and all other applicable Canadian provincial and territorial securities laws, rules, regulations, instruments and published policies thereunder.

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval Plus.

"**Standstill Shareholders**" means certain officers, directors and other significant shareholders of the Company, and certain parties that will be receiving Conversion Shares, as set forth in Section 1.01(g) of the Company Disclosure Letter.

"**Subsidiary**" has the meaning specified in National Instrument 45-106 - *Prospectus Exemptions* and, for the purposes of this Agreement, "control" shall include: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the policies, management and affairs of the Person, whether through the ownership of voting securities, by contract or otherwise, including with respect to any general partner of another Person with the power to direct the policies, management and affairs of such Person; and (b) ownership, directly or indirectly, of more than 20% of the voting securities in any Person.

"**Support Agreements**" means the voting support agreements between the Buyer and the Supporting Shareholders, in substantially the forms of agreement attached hereto as Schedule C.

"**Supporting Shareholders**" means certain shareholders of the Company that own, or exercise control or direction over, Company Shares or securities convertible into, or exchangeable for, Company Shares, as set forth in Section 1.01(h) of the Company Disclosure Letter.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Taxes**" means: (a) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, licence, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export and including all licence and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (b) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts described in clause (a) above or this clause (b); (c) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (d) any liability for the payment of any amounts described in clauses (a) or (b) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings and statements (including estimated tax returns and reports, withholding tax returns and reports and information returns and reports) filed or required to be filed in respect of Taxes.

"**Third-Party Beneficiaries**" has the meaning set forth in Section 10.05.

"Termination Payment Security" means the security interest granted by the Company in favour of the Buyer pursuant to Section 7.05(i), including all security agreements, PPSA filings and other instruments evidencing or perfecting such security interest.

"Termination Payment Security Documents" means (i) the security agreement(s) (general security agreement or equivalent) to be delivered by the Company in favour of the Buyer in connection with the Termination Payment Security; and (ii) Pari Passu Agreements.

"Transaction Bonus Distribution Schedule" means the distribution schedule provided by the Company to the Buyer setting out each Transaction Bonus Recipient and the amount of their respective Transaction Bonus, as further detailed in Section 5.13 of the Company Disclosure Letter.

"Transaction Bonus Recipients" means those employees of the Company and/or its Subsidiaries who are identified in the Transaction Bonus Distribution Schedule.

"**Transaction Bonus RSU Agreements**" means the restricted share unit agreements to be entered into between the Buyer and each Transaction Bonus Recipient pursuant to the Buyer Equity Incentive Plan, on terms set forth in the Transaction Bonus Distribution Schedule and otherwise in form and substance satisfactory to the Buyer, acting reasonably, providing for the grant to each Transaction Bonus Recipient of Transaction Bonus RSUs immediately following the Effective Time.

"**Transaction Bonus RSUs**" means the restricted share units to be granted by the Buyer to each Transaction Bonus Recipient pursuant to the Transaction Bonus RSU Agreements immediately following the Effective Time, each of which shall vest on the later of (i) the Effective Date, and (ii) such date as the applicable Transaction Bonus Recipient may elect (up to five years following the Effective Date), and upon vesting shall be settled in Buyer Shares; provided that: (A) prior to the Buyer having satisfied the Withholding Funding Financing Threshold, any vesting and settlement shall be conditional upon the applicable Transaction Bonus Recipient concurrently delivering to the Buyer (or its payroll administrator) immediately available funds in an amount sufficient to satisfy the Buyer's statutory withholding and remittance obligations in respect of such vesting and settlement, and the Buyer shall have no obligation to settle any such Transaction Bonus RSUs unless and until such funds have been received; and (B) following satisfaction of the Withholding Funding Financing Threshold, the applicable Transaction Bonus Recipient may elect to receive a net number of Buyer Shares after deduction of a sufficient number of Buyer Shares to satisfy the applicable withholding obligation (a "**Net Settlement**"), or may elect to receive the gross number of Buyer Shares and fund the withholding obligation in cash.

"**Transaction Value**" means the aggregate value of all Buyer Shares issued or issuable (in the case of the Transaction Bonus RSUs) pursuant to the Arrangement at the Effective Time, calculated as (i) the Consideration Share Price multiplied by (ii) the aggregate number of Buyer Shares issued at the Effective Time pursuant to Section 2.10 and Section 2.11, subject to adjustment in the manner and in the circumstances contemplated in Section 2.15 of this Agreement.

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder.

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

"**Voting and Standstill Agreements**" means the voting support and standstill agreements between the Buyer and the Standstill Shareholders, in substantially the forms of agreement attached hereto as Schedule D.

"**VWAP**" means the volume-weighted average price.

"**Withholding Funding Financing Threshold**" means the completion by the Buyer, after the date of this Agreement, of one or more Buyer Financings that results in aggregate gross cash proceeds to the Buyer of at least $5,000,000.

Section 1.02 Interpretation Not Affected by Headings.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 1.03 Currency.

All references to dollars or to $ are references to Canadian dollars unless otherwise specified.

Section 1.04 Number and Gender.

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa and words importing gender shall include all genders.

Section 1.05 Date for Any Action.

If the date on which any action is required to be taken hereunder by a Party is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

Section 1.06 Schedules.

(a) The schedules attached to this Agreement, the Buyer Disclosure Letter, and the Company Disclosure Letter form an integral part of this Agreement for all purposes of it.

(b) The Buyer Disclosure Letter and Company Disclosure Letter and all information contained therein is confidential information and may not be disclosed.

Section 1.07 Accounting Terms.

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS.

Section 1.08 Knowledge.

In this Agreement, references to "to the knowledge of" means the actual knowledge of the "Executive Officers" of the Company and the Buyer, as the case may be, after making due inquiry regarding the relevant matter. For purposes of this Section 1.08, "Executive Officers", in the case of the Company, means Benjamin Lightburn, Chief Executive Officer, and, in the case of the Buyer, means Todd Shapiro, Chief Executive Officer.

Section 1.09 Consent.

If any provision requires approval or consent of a Party and such approval or consent is not delivered within the specified time limit, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

Section 1.10 Other Definitional and Interpretive Provisions.

(a) References in this Agreement to the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by those words or words of like import.

(b) Any capitalized terms used in any exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(c) References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

(d) Any reference in this Agreement to a Person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person.

(e) References to a particular statute or Law shall be to such statute or Law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

ARTICLE II
THE ARRANGEMENT

Section 2.01 The Arrangement.

The Company and the Buyer agree that the Arrangement shall be implemented in accordance with the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

Section 2.02 Obligations of the Parties.

Subject to the terms and conditions of this Agreement, each of the Parties hereto agrees to use its reasonable commercial efforts prior to the Effective Date to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to complete the Arrangement and the transactions contemplated by this Agreement to be made effective on the Effective Date, including without limitation to:

(a) make and diligently pursue an application to the Court for the Interim Order in respect of the Arrangement in a manner acceptable to the Buyer, acting reasonably;

(b) subject to obtaining the approvals as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, take all steps necessary or desirable

to submit the Arrangement to the Court and appear at Court to seek the Final Order as soon as reasonably practicable and, in any event, within five Business Days following the approval of the Arrangement Resolution at the Company Meeting; and

(c) file any documents as required pursuant to Section 292 of the BCBCA, and such other documents as may be required to give effect to the Arrangement pursuant to Division 5 of Part 9 of the BCBCA.

Section 2.03 Interim Order.

As soon as reasonably practicable after the date of this Agreement, but in any event, subject to Court availability, on or before March 20, 2026, the Company shall apply in a manner reasonably acceptable to the Buyer pursuant to section 291 of the BCBCA and, in co-operation with the Buyer, prepare, file and diligently pursue an application for the Interim Order which shall provide, among other things:

(a) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the Company Meeting and for the manner in which such notice is to be provided;

(b) that the required level of approval for the Arrangement Resolution shall be: (i) at least (and not more than) $66^{2/3}$% of the votes cast on the Arrangement Resolution by Company Shareholders present in person or represented by proxy at the Company Meeting; and (ii) if required under applicable Laws, a majority of the votes cast on the Arrangement Resolution by Company Shareholders (other than Interested Shareholders for the purpose of such vote) present in person or represented by proxy at the Company Meeting, voting in accordance with Part 8 of MI 61-101 or any exemption therefrom;

(c) that the Company Meeting may be adjourned or postponed from time to time in accordance with this Agreement without the need for additional approval by the Court;

(d) that the record date for Company Shareholders entitled to notice of and to vote at the Company Meeting will not change as a result of any adjournments of the Company Meeting, unless required by applicable Laws;

(e) that, in all other respects, other than as ordered by the Court, the terms, restrictions and conditions of the constating documents of the Company, including quorum requirements and all other matters, shall apply in respect of the Company Meeting;

(f) for the grant of the Dissent Rights to registered Company Shareholders as set forth in the Plan of Arrangement;

(g) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(h) that it is the Buyer's intention to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Consideration Shares pursuant to the Arrangement, based on the Court's approval of the Arrangement; and

(i) for such other matters as the Buyer may reasonably require, subject to the consent of the Company, acting reasonably.

Section 2.04 Court Proceedings.

Subject to the terms of this Agreement, the Buyer shall cooperate with and assist the Company in seeking the Interim Order and the Final Order, including by providing to the Company on a timely basis any information reasonably required to be supplied by the Buyer in connection therewith. The Company shall provide legal counsel to the Buyer with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement and shall give reasonable consideration to all such comments. Subject to applicable Law, the Company will not file any material with the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated by this Section 2.04 or with the Buyer's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed; *provided that*, nothing herein shall require the Buyer to agree or consent to any increase or variation in the Consideration or other modification or amendment to such filed or served materials that expands or increases the Buyer's obligations set forth in any such filed or served materials or under this Agreement or the Arrangement. The Company shall also provide to the Buyer's legal counsel on a timely basis copies of any notice of appearance or other Court documents served on the Company in respect of the application for the Interim Order or the Final Order or any appeal therefrom and of any notice, whether written or oral, received by the Company indicating any intention to oppose the granting of the Interim Order or the Final Order or to appeal the Interim Order or the Final Order. The Company shall ensure that all materials filed with the Court in connection with the Arrangement are consistent in all material respects with the terms of this Agreement and the Plan of Arrangement. In addition, the Company will not object to legal counsel to the Buyer making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate; *provided that*, the Company is advised of the nature of any submissions prior to the hearing and such submissions are consistent with this Agreement and the Plan of Arrangement.

Section 2.05 Company Circular.

(a) As promptly as reasonably practicable following execution of this Agreement, the Company shall prepare and complete, in consultation with the Buyer as contemplated by this Section 2.05, the Company Circular together with any other documents required by applicable Laws in connection with the Company Meeting and the Company shall, promptly after obtaining the Interim Order, cause the Company Circular and such documents to be filed with the Securities Authorities or any other Governmental Entity and sent to each Company Shareholder and other Persons as required by the Interim Order and applicable Laws.

(b) The Company shall ensure that the Company Circular complies in all material respects with applicable Law and the Interim Order, does not contain any Misrepresentation regarding the Company and provides Company Shareholders with sufficient information to permit them to form a reasoned judgment concerning the matters to be placed before the Company Meeting. Without limiting the generality of the foregoing, the Company Circular must include: (i) a copy of the Fairness Opinion; (ii) a statement that the Company Board has received the Fairness Opinion, and has unanimously determined, after receiving financial and legal advice, that the Consideration to be received by the Company Shareholders is fair from a financial point of view and that the Arrangement is in the best interests of Company and its security holders and that the Company Board unanimously recommends that the Company Shareholders vote in favour of the Arrangement Resolution (the "**Company Board Recommendation**"); (ii) a statement that each director and officer of the Company intends to vote all of such individual's Company Shares in favour of the Arrangement Resolution and against any resolution submitted by any Company Shareholder that is inconsistent with the Arrangement, in accordance with their Support Agreements and Voting and Standstill Agreements, as applicable; and (iii) a statement that the Supporting Shareholders have entered into Support Agreements and Standstill Shareholders have entered into Voting and Standstill Agreements, and specifying the percentage of the issued and outstanding Company Shares covered by such Support Agreements and Voting and Standstill Agreements, as applicable.

(c) The Buyer shall provide to the Company all necessary information concerning the Buyer and the Buyer Shares as required by the Interim Order or applicable Laws for inclusion in the Company Circular. The Buyer shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Company Circular and to the identification in the Company Circular of each such advisor. The Buyer shall ensure that any such information will not include any Misrepresentation concerning the Buyer or the Buyer Shares.

(d) The Buyer and its legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Company Circular and other related documents and reasonable consideration shall be given to any comments made by the Buyer and its legal counsel; *provided that*, all information relating solely to the Buyer and the Buyer Shares included in the Company Circular shall be in form and substance satisfactory to the Buyer, acting reasonably. The Company shall provide the Buyer with final copies of the Company Circular prior to its mailing to the Company Shareholders.

(e) Each Party shall promptly notify the other Party if it becomes aware that the Company Circular contains a Misrepresentation or otherwise requires an amendment or supplement and the Parties shall co-operate in the preparation of any amendment or supplement to the Company Circular as required or appropriate and the Company shall promptly mail or otherwise publicly disseminate any

amendment or supplement to the Company Circular to the Company Shareholders and, if required by the Court or applicable Laws, file the same with the Securities Authorities or any other Governmental Entity.

(f) The Company covenants and agrees that it will indemnify and save harmless the Buyer and its officers, directors, employees, representatives, agents, advisors of the Buyer or the Buyer's subsidiaries, or other parties on its behalf (the "**Buyer Representatives**") from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the Buyer or the Buyer Representatives may be subject or which the Buyer or the Buyer Representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of: (i) any misrepresentation or alleged misrepresentation contained solely in any Company Information included in the Company Circular that was provided by the Company expressly for inclusion in the Company Circular; (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any misrepresentation or alleged misrepresentation contained solely in the Company Information included in the Company Circular that was provided by the Company expressly for inclusion in the Company Circular; and (iii) the Company not complying with any requirement of applicable Securities Laws in connection with the transactions contemplated in this Agreement, except that the Company will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of any information contained in the Company Circular, other than the Company Information included in the Company Circular that was provided by the Company expressly for inclusion in the Company Circular, or the negligence of the Buyer or the non-compliance by the Buyer with any requirement of applicable Securities Laws in connection with the transactions contemplated by this Agreement.

(g) The Buyer covenants and agrees that it will indemnify and save harmless the Company and its officers, directors, employees, representatives, agents, advisors of the Company or the Company's subsidiaries, or other parties on its behalf (the "**Company Representatives**") from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the Company or the Company Representatives may be subject or which the Company or the Company Representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of: (i) any misrepresentation or alleged misrepresentation contained solely in any Buyer Information included in the Company Circular that was provided by the Buyer expressly for inclusion in the Company Circular; (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any misrepresentation or alleged misrepresentation contained solely in the Buyer Information included in the Company Circular that was provided by the Buyer expressly for inclusion in the Company Circular; and (iii) the Buyer not complying with any requirement of applicable Securities Laws in connection with the

transactions contemplated in this Agreement, except that the Buyer will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of any information contained in the Company Circular, other than the Buyer Information included in the Company Circular that was provided by the Buyer expressly for inclusion in the Company Circular, or the negligence of the Company or the non-compliance by the Company with any requirement of applicable Securities Laws in connection with the transactions contemplated by this Agreement.

Section 2.06 Company Meeting.

The Company shall:

(a) convene and conduct the Company Meeting in accordance with the Interim Order, the Company's constating documents and applicable Laws as promptly as practicable, but in any event not later than April 24, 2026, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Company Meeting without the prior written consent of the Buyer, acting reasonably, except as required or permitted under Section 6.04, Section 7.03, or Section 7.04 or as required for quorum purposes (in which case, the Company Meeting shall be adjourned and not cancelled) or as required by applicable Laws or a Governmental Entity;

(b) subject to the terms of this Agreement, and compliance by the directors and officers of the Company with their fiduciary duties, use its commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Person that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by this Agreement, including, at the Company's discretion or if so requested by the Buyer, acting reasonably, using, subject to the Company's mutual agreement, dealer and proxy solicitation services and co-operating with any Persons engaged by the Buyer to solicit proxies in favour of the Arrangement Resolution, provided that if the foregoing is completed at the Buyer's request;

(c) as soon as reasonably practicable following the execution of this Agreement and in any event not later than March 23, 2026, the Company will convene a meeting of the Company Board to approve the Company Circular;

(d) provide the Buyer with copies of or access to information regarding the Company Meeting generated by any dealer or proxy solicitation services firm, as requested from time to time by the Buyer in writing;

(e) consult with the Buyer in fixing the date of the Company Meeting and the record date of the Company Meeting, give notice to the Buyer of the Company Meeting and allow the Buyer's representatives and legal counsel to attend the Company Meeting;

(f) at the reasonable request of the Buyer from time to time, provide the Buyer with a list (in both written and electronic form) of the: (i) registered Company Shareholders, together with their addresses and respective holdings of Company Shares; (ii) names, addresses and holdings of all Persons owning securities which entitle the holder to subscribe for or otherwise acquire Company Shares; (iii) the names, addresses and holdings of all Persons having rights issued by the Company to acquire Company Shares (including holders of Company Options, Company RSUs, Company Warrants and Company Debentures) and (iii) participants and book-based nominee registrants such as CDS & Co., CEDE & Co. and DTC, and non-objecting beneficial owners of Company Shares and other holders of Company securities, together with their addresses and respective holdings of Company Shares, all as of a date that is as close as reasonably practicable prior to the date of delivery of such lists and shall from time to time require that its registrar and transfer agent furnish the Buyer with such additional information, including updated or additional lists of Company Shareholders and lists of securities positions and other assistance as the Buyer may reasonably request;

(g) promptly advise the Buyer, at such times as the Buyer may reasonably request in writing, including, as applicable, on a daily basis on each of the last 10 Business Days prior to the date of the Company Meeting, as to the aggregate tally of proxies received by the Company in respect of the Arrangement Resolution;

(h) promptly advise the Buyer of any material communication (written or oral) from or claims brought by (or threatened to be brought by) any Person in opposition to the Arrangement and any purported exercise or withdrawal of Dissent Rights by Company Shareholders;

(i) not change the record date for the Company Shareholders entitled to vote at the Company Meeting in connection with any adjournment or postponement of the Company Meeting, except as set out in the Interim Order and unless required by applicable Laws;

(j) not make any payment or settlement offer, or agree to any payment or settlement with respect to Dissent Rights, without the prior written consent of the Buyer; and

(k) not propose or submit for consideration at the Company Meeting any business other than the Arrangement without the Buyer's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

Section 2.07 Final Order.

If the Interim Order is obtained and the Arrangement Resolution is passed at the Company Meeting as provided for in the Interim Order, the Company shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to the BCBCA, as soon as practicable, but in any event, subject to Court availability, not later than five Business Days after the Arrangement Resolution is passed at the Company Meeting.

Section 2.08 Plan of Arrangement and Effective Time.

(a) Unless another time or date is agreed to in writing by the Parties, on the third Business Day following satisfaction or, where not prohibited, the waiver of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver of those conditions as of the Effective Date) set forth in ARTICLE VI, each of the Parties shall execute and deliver such closing documents and instruments and such other documents as may be required to give effect to the Arrangement and the Company shall proceed to file any documents as required pursuant to Section 292 of the BCBCA, and such other documents as may be required to give effect to the Arrangement pursuant to Division 5 of Part 9 of the BCBCA. Without limiting the foregoing, the Buyer shall, following receipt of the Final Order and satisfaction, or, where not prohibited, the waiver, of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction, or, where not prohibited, the waiver, of those conditions as of the Effective Date) set forth in ARTICLE VI, but prior to the filing by the Company of the documents referred to above, deliver or cause to be delivered sufficient Buyer Shares to satisfy the Consideration Shares issuable to Company Shareholders pursuant to the Plan of Arrangement (other than registered Company Shareholders validly exercising Dissent Rights and who have not withdrawn their notice of objection).

(b) The Arrangement shall become effective at the Effective Time on the Effective Date, whereupon, the transactions comprising the Arrangement shall be deemed to occur in the order set out in the Plan of Arrangement without any further act or formality.

(c) Each Company Option and Company RSU will be dealt with as provided in the Plan of Arrangement.

(d) From and after the Effective Time, the Plan of Arrangement shall have all of the effects provided by applicable Law, including the BCBCA. The Company agrees to negotiate in good faith with the Buyer to amend the Plan of Arrangement at any time prior to the Effective Time in accordance with Section 8.01 of this Agreement to include such other terms determined to be necessary or desirable by the Buyer, acting reasonably, provided that the Plan of Arrangement shall not be amended in any manner which is inconsistent with the provisions of this Agreement, which would reasonably be expected to delay, impair or impede the satisfaction of any condition set forth in ARTICLE VI or which has the effect of reducing the Buyer Shares or which is otherwise prejudicial to the Company Shareholders or other parties to be bound by the Plan of Arrangement.

Section 2.09 Company Options, RSUs and Warrants.

(a) The Parties agree that, at the Effective Time, each Company RSU will settle into Company Shares (in accordance with their respective terms).

(b) The Buyer agrees that for the period from the Effective Date until expiry of the Company Options (in accordance with their respective terms), the Buyer will assume all of the covenants and obligations of the Company under the Company Options and in accordance with the terms and conditions of the respective option certificates, do all things necessary to provide for the application of the provisions set forth in such option certificates with respect to the rights and interests of the holders thereof, such that upon exercise a Company Option will entitle the holder thereof to receive the Buyer Shares pursuant to Section 2.10(b) and the Company Options will otherwise be valid and binding obligations of the Buyer entitling the holders thereof, as against the Buyer, to all the rights of such holders as set out in their respective option certificates.

(c) Section 2.09(b) shall survive the execution and delivery of this Agreement and the completion of the Arrangement and shall be enforceable against the Buyer by the holders of the Company Options described in Section 2.09(b).

(d) The Buyer agrees that for the period from the Effective Date until expiry of the Company Warrants (in accordance with their respective terms), the Buyer will assume all of the covenants and obligations of the Company under the Company Warrants and in accordance with the terms and conditions of the respective warrant certificates or warrant indentures, do all things necessary (including entering into supplemental indentures in forms satisfactory to the applicable warrant agent, if required) to provide for the application of the provisions set forth in such warrant certificates or warrant indentures with respect to the rights and interests of the holders thereof, such that upon exercise a Company Warrant will entitle the holder thereof to receive the Buyer Shares and the Company Warrants will otherwise be valid and binding obligations of the Buyer entitling the holders thereof, as against the Buyer, to all the rights of such holders as set out in their respective warrant certificates or warrant indentures, as the case may be.

(e) Section 2.09(e) shall survive the execution and delivery of this Agreement and the completion of the Arrangement and shall be enforceable against the Buyer by the holders of the Company Warrants described in Section 2.09(e).

Section 2.10 Consideration.

(a) The Consideration payable to the Company Shareholders pursuant to the Arrangement shall be as follows:

(i) The Existing Bridge Loan Holders, Existing Company Creditors**,** Existing Company Debentureholders, Transaction Bonus Recipients and Company Shareholders shall collectively be issued (or have the right to receive Buyer Shares upon settlement of Transaction Bonus RSUs (in the case of the Transaction Bonus Recipients)) an aggregate of 182,447,452 Consideration Shares, subject to adjustment in accordance with Section 2.15, at a deemed price per Consideration Share equal to the greater of: (A) $0.02 (the "**Floor Price**"); (B) the Ten-Day VWAP of the Buyer Shares ending five Business

Days immediately prior to the Effective Date; and (C) the Ten-Day VWAP of the Buyer Shares commencing the first full Business Day following the public announcement of this Agreement, subject to applicable Law and policies of the CSE (the "**Consideration Share Price**"), which shall be satisfied as follows:

(A) Each Existing Company Creditor shall set off their applicable Existing Company Debt Settlement Amount pursuant to Section 2.11 in a form of settlement agreement attached hereto as Schedule G;

(B) Each Existing Company Debentureholder shall set off the amount of their Company Debenture Agreements, as applicable, pursuant to Section 2.11 in a form of settlement agreement attached hereto as Schedule G;

(C) Each Existing Bridge Loan Holders (other than the holder of the Canadian Holder Bridge Loan) shall set off the amount of indebtedness owing pursuant to its Company Bridge Loan Agreement pursuant to Section 2.11 in accordance with the terms of the Bridge Loan Agreement, as amended**;**

(D) The Canadian Holder Bridge Loan will initially convert into 1 Preferred Share of the Company, which class of Preferred Shares will be created pursuant to the Plan of Arrangement. The Preferred Share of the Company will be exchanged in accordance with the terms of the Company Bridge Loan Agreement of the Canadian Holder Bridge Loan into such number of Consideration Shares based on an exchange ratio (the "**Preferred Share Exchange Ratio**"), determined as follows, rounded to four (4) decimal places:

(A/B)

Where:

A – Redemption Value of Canadian Holder Bridge Loan, being $200,000

B – Consideration Share Price

For illustration purposes only, assuming a Consideration Share Price of $0.02 per Consideration Share, the Redemption Value of Canadian Holder Bridge Loan totaling $200,000, the Exchange Ratio for the Company Preferred Share shall be determined as follows:

A - $200,000

B - $0.02

($200,000/$0.02)

=10,000,000 Consideration Shares for 1 Company Preferred Share

(E) Immediately following the Effective Time, the Buyer shall grant to each Transaction Bonus Recipient, Transaction Bonus RSUs pursuant to the Transaction Bonus RSU Agreements and the Buyer Equity Incentive Plan, representing the right to receive such number of Buyer Shares determined in accordance with the following formula:

Number of Buyer Shares issuable upon settlement of Transaction Bonus RSUs = A / B

A – Dollar amount of Transaction Bonus

B – Consideration Share Price

For illustration purposes only, assuming a Consideration Share Price of $0.02 per Consideration Share and aggregate Transaction Bonuses totaling $483,600:

A - $483,600

B - $0.02

$483,600/$0.02 = 24,180,000 Buyer Shares

Each Transaction Bonus RSU shall vest on the later of (i) the Effective Date, and (ii) such date as the applicable Transaction Bonus Recipient may elect (up to five years following the Effective Date). Upon vesting, each Transaction Bonus RSU shall be settled in Buyer Shares. Prior to the Buyer having satisfied the Withholding Funding Financing Threshold, each Transaction Bonus Recipient may elect only to receive the gross number of Buyer Shares upon settlement of the Transaction Bonus RSUs and shall be required to concurrently fund the Buyer's statutory withholding and remittance obligations in cash as a condition to settlement. Following satisfaction of the Withholding Funding Financing Threshold, each Transaction Bonus Recipient may elect either (x) to receive the gross number of Buyer Shares and fund the applicable withholding obligation in cash, or (y) to receive a net number of Buyer Shares after deduction of a sufficient number of Buyer Shares to satisfy the applicable withholding obligation (a "**Net Settlement**").

(F) 182,447,452 Consideration Shares, subject to adjustment in accordance with Section 2.15, less the aggregate amount of Conversion Shares issued (or issuable in the case of Transaction Bonus RSUs) to: (i) the Existing Company Creditors pursuant to Section 2.11, (ii) Existing Company Debentureholders pursuant to Section 2.11, (iii) Existing Bridge Loan Holders pursuant to Section 2.11 and (iv) Transaction Bonus Recipients pursuant to Section 2.10, shall be split amongst the Company Shareholders;

(G) The Company Shareholders shall become holders of such number of Consideration Shares based on an exchange ratio (the "**Exchange Ratio**"), determined as follows, rounded to four (4) decimal places:

$$A \textit{ minus } ((B/C) + (D/C) + (E/C) + (F/C))$$

$$\frac{\qquad\qquad\qquad\qquad\qquad\qquad\qquad\qquad}{G}$$

Where:

A – 182,447,452 Consideration Shares, subject to adjustment in accordance with Section 2.15;

B – The aggregate Existing Company Debt Settlement Amount of the Existing Company Creditors pursuant to Section 2.11;

C - The Consideration Share Price;

D – The aggregate amount of principal and interest owing to the Existing Company Debentureholders pursuant to Section 2.11;

E – The aggregate redemption value of the Existing Bridge Loans pursuant to Section 2.11;

F – The aggregate amount owing to the Transaction Bonus Recipients pursuant to Section 2.10;

G – the issued and outstanding Company Shares at the Effective Date, inclusive of the Company RSUs (on an as converted basis);

For illustration purposes only, assuming a Consideration Share Price of $0.02 per Consideration Share, the Existing Company Creditors totaling $1,043,622, the Existing Company Debentureholders totaling $1,112,302 and the Transaction Bonuses totaling $483,600, the Exchange Ratio shall be determined as follows:

A - 182,447,452 Consideration Shares;

B - $1,043,622;

C - $0.02;

D - $1,112,302;

E - $600,000;

F - $483,600

G - 270,728,040, being 261,793,970 Company Shares issued and outstanding plus 8,934,070 Company RSUs (on an as converted basis)

$$\frac{182{,}447{,}452 \text{ minus } (\$1{,}043{,}622/\$0.02) + (\$1{,}112{,}302/0.02) + (\$600{,}000/\$0.02) + (\$483{,}600/\$0.02))}{270{,}728{,}040}$$

= 0.0756 for the Exchange Ratio

(b) Each Company Warrant, and Company Option will be exercisable into Buyer Shares in accordance with the Exchange Ratio such that following the Effective Date the Company Warrant, and Company Option will entitle the holders thereof to acquire such number of Buyer Shares as determined by multiplying (w) the Company Shares the holder would have been entitled to receive, by (x) the Exchange Ratio, for an exercise price as determined by dividing (y) the existing exercise price, by (z) the Exchange Ratio.

(c) The Buyer shall, prior to the filing by the Company of any documents as required pursuant to Section 292 of the BCBCA, and such other documents as may be required to give effect to the Arrangement pursuant to Division 5 of Part 9 of the BCBCA in accordance with Section 2.08, provide or cause to be provided the Depositary with an irrevocable direction for the issuance of the Consideration Shares (the terms and conditions of such escrow and direction to be satisfactory to the Company and the Buyer, acting reasonably) and any treasury directions addressed to the Buyer's transfer agent as may be necessary, in order to pay and deliver the aggregate Consideration as provided in the Plan of Arrangement.

(d) The Consideration Shares and Conversion Shares issued pursuant to this Arrangement shall be subject to the following contractual resale restrictions (the "**Resale Restrictions**"):

(i) Fifty percent (50%) of the Consideration Shares and Conversion Shares issued pursuant to this Arrangement may be sold following the six-month anniversary of the Effective Date;

(ii) Twenty-five percent (25%) of the Consideration Shares and Conversion Shares issued pursuant to this Arrangement may be sold following the nine-month anniversary of the Effective Date;

(iii) The remaining twenty-five percent (25%) of the Consideration Shares and Conversion Shares issued pursuant to this Arrangement may be sold following the twelve-month anniversary of the Effective Date;

(e) Each Company Shareholder is aware that any certificates or DRS representing the Consideration Shares and Conversion Shares will bear a legend (or an ownership statement issued under a book-entry system will bear a legend restriction notation) evidencing the Resale Restrictions.

(f) The Buyer shall ensure that its transfer agent applies the Resale Restrictions (including any required legend or book-entry restriction notation) to any Buyer Shares issued after the Effective Time upon the settlement of any RSUs granted in connection with the Arrangement (including Transaction Bonus RSUs), at the time such Buyer Shares are issued.

(g) Conversion Shares issued to Existing Company Creditors have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and are "restricted securities" as that term is defined in Rule 144(a)(3) of the U.S. Securities Act. Any certificates or statements representing any Conversion Shares, and all certificates and statements issued in exchange for or in substitution of such certificates will bear the following legend upon the original issuance of any such Conversion Shares and until the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws:

(h) "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, (THE "U. S. SECURITIES ACT") OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO RED LIGHT HOLLAND CORP. (THE "CORPORATION"), (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE FOREIGN LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (1) RULE 144A, IF AVAILABLE, UNDER THE U.S. SECURITIES ACT OR (2) RULE 144, IF AVAILABLE, UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, A LEGAL OPINION

SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE REGISTRAR AND TRANSFER AGENT OF THE CORPORATION. THESE SECURITIES MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES."

(i) The Escrowed Shareholders shall deposit the Escrowed Shares with the Escrow Agent, on the Effective Date pursuant to the terms of the Escrow Agreements, and released to the Escrowed Shareholders in accordance with the terms and conditions thereof.

Section 2.11 Settlements.

(a) At the Effective Time, each Existing Company Loan, Company Debenture and Existing Bridge Loan (other than the Canadian Holder Bridge Loan) shall, without any further action by the Existing Company Creditors, Existing Company Debentureholders, Existing Bridge Loan Holder, Company or Buyer, automatically settle for a fixed number of Buyer Shares (the "**Conversion Shares**"). Notwithstanding the foregoing, the Canadian Holder Bridge Loan will first convert into one preferred share in the capital of the Company pursuant to the Plan of Arrangement and then such Company Preferred Share will be exchanged for Buyer Shares at the Preferred Share Exchange Ratio. For greater certainty, Conversion Shares do not include any Buyer Shares issued as Preferred Share Consideration in respect of the Canadian Holder Bridge Loan, which shall be exchanged pursuant to the preferred share mechanics set out in the Plan of Arrangement.

(b) The number of Conversion Shares issuable in respect of each Existing Company Loan shall be determined by dividing the Existing Company Debt Settlement Amount on such Existing Company Loan, as applicable, as of the Effective Time by the Consideration Share Price.

(c) The number of Conversion Shares issuable in respect of each Company Debenture shall be determined by dividing the principal plus accrued and unpaid interest on such Company Debenture as of the Effective Time by the Consideration Share Price.

(d) The number of Conversion Shares issuable in respect of each Existing Bridge Loan shall be determined by dividing the principal plus accrued and unpaid interest (or other redemption value, as applicable) on such Existing Bridge Loan as of the Effective Time by the Consideration Share Price.

(e) For clarity, the Conversion Shares issued under this Section 2.11 shall be included in calculating the aggregate number of Buyer Shares issued by the Buyer for purposes of Section 2.10(a)(i).

(f) All Existing Company Loans, Company Debentures and Existing Bridge Loans shall be deemed cancelled and fully paid upon issuance of the Conversion Shares,

and no further action or documentation shall be required to evidence such cancellation, save and except for the discharge of any security interests that have been registered.

Section 2.12 Public Communications.

The Parties agree to issue jointly a news release with respect to this Agreement as soon as practicable after its execution. Thereafter, the Buyer and the Company agree to co-operate and participate in presentations to investors regarding the Arrangement prior to the making of such presentations and to promptly advise, consult and co-operate with each other in issuing any news releases or otherwise making public statements with respect to this Agreement or the Arrangement and in making any filing with any Governmental Entity or with any stock exchange, including the CSE, with respect thereto. Each Party shall: (a) not issue any news release or otherwise make public statements with respect to this Agreement or the Arrangement without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; and (b) enable the other Party, acting reasonably, to review and comment on all such news releases prior to the release thereof and shall enable the other Party, acting reasonably, to review and comment on such filings prior to the filing thereof; *provided*, however, that the foregoing shall be subject to each Party's overriding obligation to make disclosure in accordance with applicable Laws and, if such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other Party and, if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing. For the avoidance of doubt, the foregoing shall not prevent either Party from making internal announcements to employees and having discussions with shareholders and financial analysts and other stakeholders so long as such statements and announcements are consistent with the most recent news releases, public disclosures or public statements made by the Parties. Without limiting the generality of the foregoing and for greater certainty, each Party acknowledges and agrees that the other Party shall file, in accordance with Securities Laws, this Agreement, together with a material change report related thereto, under such Party's profile on SEDAR+.

Section 2.13 Tax Matters.

The Company, the Buyer and the Depositary, as applicable, shall be entitled to deduct or withhold from any consideration payable or otherwise deliverable to any Person, including Company Shareholders exercising Dissent Rights, pursuant to the Arrangement and from all dividends, other distributions or other amount otherwise payable to any former Company Shareholders, such Taxes or other amounts as the Company, the Buyer or the Depositary are required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, or any other provisions of any applicable Laws, in each case, as amended. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

Section 2.14 Buyer Directors.

The Buyer shall take all necessary actions to ensure that upon the completion of the Arrangement the Buyer Board will be reconstituted such that the Buyer Board will be comprised of five directors, which will be comprised of four Buyer Nominees and one Company Nominee. Subject to the Buyer's fiduciary duty under applicable Law, the Buyer hereby covenants and agrees that, following the completion of the Arrangement, the Company Nominee shall be nominated by the Buyer for election at the Buyer's next annual general meeting of Buyer Shareholders.

Section 2.15 Adjustment of Consideration Shares.

(a) If on or after the date hereof, either Party: (a) splits, consolidates or reclassifies any of its common shares; (b) undertakes any other capital reorganization; or (c) declares, sets aside or pays any dividend or other distribution to its shareholders of record as of a time prior to the Effective Date, the Parties hereto shall make such adjustments to the Arrangement, including the number or fraction of Consideration Shares deliverable per Company Share under the Arrangement, as they determine acting in good faith to be necessary to restore the original intention of the Parties in the circumstances and to provide to Company Shareholders the same economic effect as contemplated by this Agreement and the Plan of Arrangement prior to such action.

(b) Notwithstanding anything to the contrary in this Agreement, the total number of Consideration Shares (including Conversion Shares) shall be adjusted as necessary to account for:

(i) changes in the Buyer's issued and outstanding share capital prior to the Effective Time other than changes arising as a result of the completion of a Buyer Financing, and any Buyer Shares (or securities convertible into or exercisable for Buyer Shares) issued in connection with a Buyer Financing (together, "**Buyer Financing Securities**") shall be excluded from the calculation of the "issued and outstanding Buyer Shares" for purposes of this Section 2.15; such that the aggregate number of Consideration Shares equals 30% of the issued and outstanding Buyer Shares as of immediately prior to the Effective Time (and after giving effect to the issuance of the Consideration Shares), but in each case excluding the Buyer Financing Securities, such that Buyer bears 70% of the dilution of a Buyer Financing and the Company bears 30%; and

(ii) any adjustments required by Court order.

Section 2.16 United States Securities Law Matters.

(a) The Parties agree that the Arrangement will be carried out with the intention that, assuming the Final Order is granted by the Court, all Consideration Shares issued under the Arrangement to the holders of Company Shares will be issued by the Buyer in reliance on the Section 3(a)(10) Exemption. In order to ensure the availability of the exemption under the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:

(i) the Arrangement will be subject to the approval of the Court;

(ii) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;

(iii) the Court will be required to satisfy itself as to the fairness of the Arrangement to the Company Shareholders, subject to the Arrangement;

(iv) the Company will ensure that each Person entitled to receive Consideration Shares on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right and that there shall not be any improper impediments to the appearance at the hearing of any Company Shareholder;

(v) each Company Shareholder in the United States entitled to receive Consideration Shares will be advised that the Consideration Shares issued pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act and will be issued by the Buyer in reliance on the Section 3(a)(10) Exemption, and may be subject to restrictions on resale under the applicable securities laws of the United States, including Rule 144 under the U.S. Securities Act with respect to affiliates of the Company and the Buyer;

(vi) the Interim Order approving the Company Meeting will specify that each Company Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as they deliver an appearance within a reasonable time;

(vii) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair to the Company Shareholders. The Company shall request that the Final Order shall include a statement to substantially the following effect:

"This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the distribution of securities of Red Light Holland Corp., pursuant to the Plan of Arrangement."; and

(viii) under no circumstances shall the Buyer offer cash consideration to any Company Shareholder for Company Shares.

(b) The Buyer shall take all steps as may be required to cause the securities to be issued under the Plan of Arrangement to be issued pursuant to an exemption from the prospectus and registration requirements of applicable Securities Laws.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Section 3.01 Representations and Warranties of the Company.

Except as disclosed in the Company Disclosure Letter, the Company represents and warrants to and in favour of the Buyer as follows and acknowledges that the Buyer is relying upon such representations and warranties in entering into this Agreement:

(a) **Good Standing of Company.** The Company is a corporation or entity incorporated and validly existing under the laws of the jurisdiction of its incorporation, and has the corporate power and capacity to own, lease and operate its assets and properties and conduct its business as now owned and conducted. The Company is duly qualified, licensed or registered to carry on business in each jurisdiction in which its assets are located or it conducts business, except where the failure to be so qualified, licensed or registered would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect. No steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Company.

(b) **Organization and Good Standing of Subsidiaries.** The Subsidiaries as set forth in Section 3.01(a) of the Company Disclosure Letter are the only Subsidiaries of the Company. The Company does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than its Subsidiaries and the Company owns, directly or indirectly, the percentage indicated in Section 3.01(a) of the Company Disclosure Letter of the issued and outstanding shares in the capital of its Subsidiaries which are free and clear of all mortgages, Liens, charges, pledges, security interests, encumbrances, claims or demand of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of its Subsidiaries or any other security convertible into or exchangeable for any such shares. Each Subsidiary is a corporation or entity incorporated or organized, as applicable, validly existing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, and has the power and capacity to own, lease and operate its assets and properties and conduct its business as now owned and conducted. Each Subsidiary is duly qualified, licensed or registered to carry on business in each jurisdiction in which its assets are located or it conducts business, except where the failure to be so qualified, licensed or registered would not be reasonably expected to have, individually or in the aggregate, a Company Material

Adverse Effect. No steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of any of its Subsidiaries.

(c) **Corporate Authorization.** The Company has the corporate power and capacity to enter into and perform its obligations under this Agreement. The execution, delivery and performance by the Company of its obligations under this Agreement have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated hereby other than: (i) approval by the Company Board of the Company Circular; (ii) the Arrangement Resolution being approved by the Company Shareholders at the Company Meeting in accordance with the Interim Order and applicable Laws; (iii) filings with the Court in respect of the Arrangement; and (iv) filings of the required records and information with the Registrar of Companies under the BCBCA.

(d) **Corporate Records.** The corporate records and minute books of the Company and each Subsidiary made available to counsel for the Buyer in connection with their due diligence investigation of the Company contain all records of the meetings and proceedings of its directors, shareholders, and other committees, if any, since inception and are complete and accurate in material respects contain copies of all constating documents and resolutions passed by and any other proceedings of their shareholders, directors and committees of the board of directors since their respective dates of incorporation, all of which constating documents and resolutions have been duly passed. No meeting, resolution or proceeding of any such shareholders, directors or committees of the board of directors of the Company or any of its Subsidiaries has been held or passed that has not been reflected in such minute books. The financial books and records and accounts of the Company and each Subsidiary have been maintained in accordance with good business practices on a basis consistent with prior years and past practice, are stated in reasonable detail, accurately and fairly reflect the transactions and acquisitions and dispositions of assets of the Company and each Subsidiary and will accurately and fairly reflect the basis for the financial statements of the Company.

(e) **Directors' Approvals.** The Company Board, after consultation with its financial and legal advisors: (i) has unanimously determined that the Arrangement is in the best interests of the Company; and (ii) has approved the entering into of this Agreement and the making of a recommendation that Company Shareholders vote in favour of the Arrangement Resolution. As of the date of the Company Meeting, the Company Board shall have received opinions from the Company Financial Advisors to the effect that the consideration to be received under the Arrangement is fair from a financial point of view to the Company Shareholders (the "**Fairness Opinion**"), and such opinion has not been withdrawn, revoked or modified as of the Effective Date.

(f) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(g) **Governmental Authorization.** The execution, delivery and performance by the Company of its obligations under this Agreement and the consummation of the Arrangement do not require any other Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) the Interim Order; (ii) the Final Order; (iii) filings with the Registrar of Companies under the BCBCA; (iv) any actions or filings with the Securities Authorities or the CSE; (v) any required provincial or federal regulatory approvals, including from Health Canada and other similar regulators in the jurisdictions in which the Company or its Subsidiaries carry on business; and (vi) any consents, waivers, approvals or actions or filings or notifications, the absence of which would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(h) **Non-contravention.** The execution, delivery and performance by the Company of its obligations under this Agreement and the consummation of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(i) contravene, conflict with, or result in any violation or breach of the articles, by-laws or other constating documents of the Company or any of its Subsidiaries;

(ii) assuming compliance with all matters referred to in Section 3.01(g), contravene, conflict with or result in a violation or breach of any applicable Laws; or

(iii) allow any Person to exercise any right, require any consent or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Company or any of its Subsidiaries is entitled (including by triggering any rights of first refusal or first offer, change in control provisions or other restrictions or limitations) under any Contract or any Authorization to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound,

with such exceptions, in the case of clauses (ii) and (iii) as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(i) **Residence of the Company.** The Company is not a non-resident of Canada within the meaning of the Tax Act.

(j) **Third Party Consents.** Other than as disclosed in Section 3.01(j) of the Company Disclosure Letter, no consent, waiver or approval from other parties to the Material Contracts is: (i) required to be obtained by the Company or its Subsidiaries in connection with the execution, delivery and performance by the Company of this Agreement or the consummation of the Arrangement; or (ii) required in order to maintain the Material Contracts in full force and effect immediately upon the consummation of the Arrangement, except for such consents, the absence of which would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(k) **Capitalization.**

(i) The authorized capital of Company consists of an unlimited number of Company Shares. As of the close of business on March 9, 2026, 261,793,970 Company Shares were issued and outstanding, as fully paid and non-assessable.

(ii) There are no bonds, debentures (except Company Debentures) or other evidences of indebtedness of the Company outstanding having the right to vote (or that are convertible or exercisable for securities having the right to vote) with the Company Shareholders on any matter.

(iii) Except for outstanding Company Options and outstanding Company RSUs under the Company Equity Incentive Plan, Company Debentures and Company Warrants as disclosed in Section 3.01(k)(v) of the Company Disclosure Letter, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any kind that obligate the Company to issue or sell any shares of capital stock or other securities of the Company or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Company or any of its Subsidiaries.

(iv) All outstanding securities of the Company have been issued in compliance with all applicable Laws, including Securities Laws.

(v) Section 3.01(k)(v) of the Company Disclosure Letter sets forth with respect to each Company Option, Company Warrant, Company Debenture, and Company RSU outstanding as of the date of this Agreement: (A) the number of Company Shares issuable therefor; (B) the purchase price payable therefor upon the exercise thereof, as applicable; and (C) the date on which such security was granted or issued. All outstanding Company Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Company Shares issuable upon the exercise of Company Options

and Company Warrants, and upon the conversion of Company Debentures, in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. Other than the Company Shares, Company Options, Company RSUs, Company Warrants and Company Debentures, as applicable, there are no securities of the Company or of any of its Subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Company Shareholders on any matter. There are no outstanding contractual or other obligations of the Company or any Subsidiary to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities, other than the Company Options, Company Warrants, Company RSUs, and Company Debentures.

(vi) Section 3.01(k)(vi) of the Company Disclosure Letter sets forth the Company's Equity Incentive Plan and there are no contracts, commitments, agreements, arrangements or understandings between (A) Company or any of its Subsidiaries on the one hand and (B) any current holder of the Company's options, warrants and other convertible securities of the Company on the other, which would result in any such security vesting solely as a result of the Arrangement, other than as set forth in the Company Equity Incentive Plan, applicable Company RSU agreements with holders of Company RSUs and applicable Company Stock Option agreements with holders of Company Options and other than vesting or acceleration as permitted in the Company Equity Incentive Plan, applicable Company RSU agreements with holders of Company RSUs and applicable Company Stock Option agreements with holders of Company Options.

(vii) All dividends or distributions on securities of Company that have been declared or authorized have been paid.

(l) **Significant Shareholders.** Other than as disclosed in Section 3.01(l) of the Company Disclosure Letter, to the knowledge of the Company, no Person beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the Company Shares.

(m) **Shareholders' and Similar Agreements.** Other than as disclosed in Section 3.01(m) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is subject to any unanimous shareholders agreement and is not a party to any shareholder, pooling, voting, voting trust or other similar arrangement or agreement relating to the ownership or voting of any of the securities of the Company or of any of its Subsidiaries or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in the Company or in any of its Subsidiaries and the Company has not adopted a shareholders' rights plan or any similar plan or agreement.

(n) **Subsidiaries.**

(i) The following information with respect to each Subsidiary of the Company is accurately set out in Section 3.01(n)(i) of the Company Disclosure Letter: (A) its name; (B) the number, type and principal amount, as applicable, of its outstanding equity securities or other equity interests; (C) the percentage of its outstanding equity securities or other equity interests owned directly or indirectly by the Company, and a list of registered holders of equity securities or other equity interests; and (D) its jurisdiction of incorporation, organization or formation.

(ii) Other than as set out in Section 3.01(n)(ii) of the Company Disclosure Letter, the Company is, directly or indirectly, the registered and beneficial owner of all of the outstanding shares or other equity interests of each of its Subsidiaries, free and clear of any Liens (other than Permitted Liens), and all such shares or other equity interests so owned by the Company have been duly authorized and validly issued as fully paid and non-assessable, as the case may be, in material compliance with all applicable Laws, and no such shares or other equity interests have been issued in violation of any pre-emptive or similar rights.

(iii) Neither the Company nor its Subsidiaries, beneficially or of record, owns any equity interest of any kind in any other Person.

(o) **Securities Law Matters.**

(i) The Company is a reporting issuer under applicable Securities Laws in the Provinces of British Columbia, Alberta, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island and Saskatchewan. Other than as set out in Section 3.01(o)(i) of the Company Disclosure Letter, the Company is not in default of any material requirements of any Securities Laws.

(ii) The Company has not taken any action to cease to be a reporting issuer in any province or territory of Canada nor has the Company received notification from any Securities Authority to revoke the reporting issuer status of the Company. As of the date of this Agreement, no delisting, suspension of trading or cease trade or other restriction with respect to any securities of the Company is pending or, to the knowledge of the Company, threatened.

(iii) Other than as set out in Section 3.01(o)(iii) of the Company Disclosure Letter, the Company has filed with the Securities Authorities all material forms, reports, schedules and other documents required to be filed under applicable Securities Laws since January 1, 2025. The documents comprising the Company Filings complied as filed in all material respects with applicable Securities Laws and did not, as of the date filed (or, if

amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such subsequent filing), contain any Misrepresentation. The Company has not filed any confidential material change report which at the date of this Agreement remains confidential. To the knowledge of the Company, neither the Company nor any of the Company Filings is subject to an ongoing audit, review, comment or investigation by any Securities Authority.

(p) **Auditors.** To the knowledge of the Company, the Company's auditors, who audited the Company's financial statements and provided their audit report, were, at the relevant time, independent public accountants as required under the Securities Laws and there has never been a reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) between the Company and such auditors, to the knowledge of the Company, or any former auditors of the Company or its Subsidiaries.

(q) **No Change in Accounting Policies.** Other than as set forth in the Company Filings, there has been no change in accounting policies or practices of the Company or any of its Subsidiaries since January 1, 2025.

(r) **No Third-Party Breach or Violation**. To the knowledge of the Company, no party (other than the Company or its Subsidiaries) to any Material Contract is in breach or violation of any term or provision thereof which would or would reasonably be expected to result in any Company Material Adverse Effect.

(s) **Insolvency.** No act or proceeding has been taken by or against the Company or any of its Subsidiaries in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Company or any of its Subsidiaries or for the appointment of a trustee, receiver, manager or other administrator of the Company or any of its Subsidiaries or any of its properties or assets nor, to the knowledge of the Company, is any such act or proceeding threatened. The Company (nor any of its Subsidiaries) has not sought protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation. Neither the Company nor any of its Subsidiaries nor any of their respective properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of the Company or any of its Subsidiaries to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement.

(t) **Financial Statements.**

(i) The Company's audited annual consolidated financial statements (including any of the notes or schedules thereto, the auditor's report thereon and the related management's discussion and analysis) and unaudited consolidated interim financial statements (including any of the notes or schedules thereto

and the related management's discussion and analysis) (collectively, the "**Company Financial Statements**") included in the Company Filings were prepared in accordance with IFRS and applicable Laws and fairly present, in all material respects, the consolidated financial position of the Company and its Subsidiaries at the respective dates thereof and the consolidated results of the Company's operations and cash flows for the periods indicated therein (except as may be expressly indicated in the notes to such financial statements). The Company does not intend to correct or restate, nor, to the knowledge of the Company, is there any basis for any correction or restatement of, any aspect of the Company Financial Statements included in the Company Filings. Other than as disclosed in Section 3.01(t)(i) of the Company Disclosure Letter, there are no, nor are there any commitments to become party to, any off-balance sheet transaction, arrangement, obligation (including contingent obligations) or other similar relationships of the Company or any of its Subsidiaries with unconsolidated entities or other Persons.

(ii) The financial books, records and accounts of the Company and each of its Subsidiaries: (A) have been maintained, in all material respects, in accordance with IFRS; (B) are stated in reasonable detail; (C) accurately and fairly reflect all the material transactions, acquisitions and dispositions of the Company and its Subsidiaries; and (D) accurately and fairly reflect the basis of the Company's financial statements.

(iii) Section 3.01(t)(iii) of the Company Disclosure Letter set forth all outstanding liabilities or obligations, whether accrued, absolute, contingent or otherwise, or off-balance sheet transactions, as of the Effective Date, excluding the Legacy Liabilities, Existing Company Loans, Existing Company Bridge Loans and Company Debenture Agreements (collectively, "**Effective Date Liabilities**").

(u) **Legacy Liability.**

(i) Section 3.01(u)(i) of the Company Disclosure Letter set forth all outstanding liabilities or obligations, whether accrued, absolute, contingent or otherwise, or off-balance sheet transactions, as of the Effective Date, for the Company and each of its Subsidiaries, which the Company believes are statute barred (collectively, "**Legacy Liabilities**"). All such Legacy Liabilities were incurred and accrued more than two years prior to the date of this Agreement and during the two years preceding the date of this Agreement, neither the Company, each of its Subsidiaries nor any of their officers, directors, employees, representatives, advisors nor agents have taken any action to acknowledge the indebtedness reflected by the Legacy Liabilities and, to the knowledge of the Company and each of its Subsidiaries, prior to the two years preceding the date of this Agreement, neither the Company, each of its Subsidiaries nor any of their officers, directors, employees, representatives, advisors nor agents have taken any

action to acknowledge the indebtedness reflected by the Legacy Liabilities. Furthermore, during the two years preceding the date of this Agreement, neither the Company, each of its Subsidiaries nor any of their officers, directors, employees, representatives, advisors nor agents have received any notice, whether written or otherwise, from or on behalf of any person alleging that the Company or each of its Subsidiaries owes such person any amount on account of the Legacy Liabilities or threatening any suit, action, proceeding or claim against the Company or each of its Subsidiaries in connection with any Legacy Liabilities and, to the knowledge of the Company and each of its Subsidiaries, prior to the two years preceding the date of this Agreement, neither the Company, each of its Subsidiaries nor any of their officers, directors, employees, representatives, advisors nor agents have received any notice, whether written or otherwise, from or on behalf of any person alleging that the Company or each of its Subsidiaries owes such person any amount on account of the Legacy Liabilities or threatening any suit, action, proceeding or claim against the Company or each of its Subsidiaries in connection with any Legacy Liabilities.

(v) **Disclosure Controls and Internal Controls over Financial Reporting.**

(i) The Company has established and maintains a system of disclosure controls and procedures (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) that are designed to ensure that material information required to be disclosed by the Company in its reports filed or submitted under applicable Securities Laws is recorded, processed and reported on a timely basis and accumulated and reported to the Company's management, including its chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

(ii) The Company has established and maintains a system of internal control over financial reporting (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) that is designed to provide reasonable assurance regarding the reliability of the Company's financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.

(iii) Based on the Company's most recent evaluation of internal controls prior to the date of this Agreement, there is no material weakness (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuer's Annual and Interim Filings*) relating to the design, implementation or maintenance of its internal control over financial reporting or fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of the Company. As of the date of this Agreement, none of the Company, any of its Subsidiaries or, to the Company's knowledge, any director, officer, auditor, accountant or representative of the Company or any of its

Subsidiaries has received or otherwise obtained knowledge of any complaint, allegation, assertion or claim that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices or any expression of concern from its employees regarding questionable accounting or auditing matters.

(w) **Absence of Undisclosed Liabilities.** There are no liabilities or obligations of the Company or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in the Company's audited consolidated financial statements as at December 31, 2024; (ii) incurred in the ordinary course of business since September 30, 2025; (iii) incurred in connection with this Agreement; (iv) that would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect; or (v) as disclosed in Section 3.01(t)(i), Section 3.01(t)(ii) and Section 3.01(t)(iii) of the Company Disclosure Letter.

(x) **Absence of Certain Changes or Events.** Since January 1, 2025, other than the transactions contemplated in this Agreement and as disclosed in the Company Filings, the business of the Company and its Subsidiaries has been conducted only in the ordinary course of business and there has not been any event, occurrence, fact, effect or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(y) **Compliance with Laws.** Other than as set out in Section 3.01(y) of the Company Disclosure Letter, the Company and each of its Subsidiaries is and has been in compliance with applicable Laws and, to the knowledge of the Company, none of the Company or any of its Subsidiaries is under any investigation with respect to, has been charged or threatened to be charged with, or has received notice of, any violation or potential violation of any applicable Laws, except for failures to comply or violations that have not had or would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(z) **Carrying on Business.** Other than as set out in Section 3.01(z) of the Company Disclosure Letter, the Company and each Subsidiary:

(i) are in compliance with and will comply fully with the requirements of all applicable Laws and administrative policies and directions, including, without limitation, the CDSA, and applicable provincial, federal, and corporate legislation in relation to the issue of its securities in all material respects;

(ii) has not received any correspondence or notice from any Governmental Entity that has not been addressed to the satisfaction of such Governmental Entity, alleging or asserting material non-compliance with any applicable laws or any Authorizations;

(iii) possesses all material Authorizations reasonably required for the

conduct of its business as currently conducted and such Authorizations are valid and in full force and effect and it is not in violation of any material term of any such Authorizations;

(iv) has not received notice of any pending or threatened claim, suit, proceeding or other action from any Governmental Entity or third party alleging that any of its operations or activities is in violation of any applicable Law or Authorizations, and has no knowledge or reason to believe that any such Governmental Entity or third party is considering any such proceeding or other action; and

(v) is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Entity, which either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(aa) **Material Contracts.** Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) each Material Contract is legal, valid and binding and in full force and effect and is enforceable by the Company or a Subsidiary, as applicable, in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction; (ii) the Company and its Subsidiaries, as applicable, have performed the obligations required to be performed by the Company or a Subsidiary, as applicable, under each Material Contract; (iii) none of the Company or any of its Subsidiaries is in breach or default under any Material Contract nor does the Company have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default; and (iv) as of the date of this Agreement, none of the Company or any of its Subsidiaries knows of, or has received any notice (whether written or oral) of, any breach, default, cancellation, termination or non-renewal under any Material Contract by any party to a Material Contract. Section 3.01(aa) of the Company Disclosure Letter sets out a complete and accurate list of all Material Contracts as of the date of this Agreement, including Company leases and subleases in respect of Leased Properties, and no Material Contract has, since such disclosure, been modified, rescinded or terminated.

(bb) **Non-Competition Agreements.** No current or proposed officer or director of the Company, nor to the knowledge of the Company, any employee of the Company or any of its Subsidiaries, is subject to any limitations or restrictions on their activities or investments, including any non-competition provisions, that would in any way limit or restrict their involvement with the Company or its Subsidiaries or the business affairs of the Company or its Subsidiaries as now conducted or presently proposed to be conducted.

(cc) **No Pending Acquisitions.** Other than as disclosed in Section 3.01(cc) of the Company Disclosure Letter, the Company (or any of its Subsidiaries) has not approved, is not contemplating, nor has it entered into any agreement in respect of, and to the knowledge of the Company (or any of its Subsidiaries): (i) the purchase of any property material to the Company or material assets or any interest therein or the sale, transfer or other disposition of any material property of the Company or material assets or any interest therein currently owned, directly or indirectly, by the Company, whether by asset sale, transfer or sale of shares or otherwise; or (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Company) of the Company (or any of its Subsidiaries).

(dd) **Real Property and Leased Properties.**

(i) The Company and its Subsidiaries do not own any real or immovable property.

(ii) Section 3.01(dd)(ii) of the Company Disclosure Letter sets out accurate copies of all Company leases and subleases for real and immovable property leased or subleased by the Company or any of its Subsidiaries (the "**Leased Properties**").

(iii) With respect to all Leased Properties: (A) each lease or sublease in respect thereof is in good standing, legal, valid, binding and in full force and effect and is a legal, valid, binding obligation of, and is enforceable against, each other party thereto in accordance with its terms subject to any limitation under bankruptcy, insolvency or other Law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction; (B) there is no event of breach or default, or any event which, with the giving of notice, the lapse of time or both, would become an event of default, under any such lease or sublease and, to the knowledge of the Company, none of the Company or any of its Subsidiaries has received or delivered any notice of any material breach of, or default under, any such lease or sublease; and (C) to the knowledge of the Company, no third party has repudiated or has the right to terminate or repudiate any such lease or sublease (except for the normal exercise of remedies in connection with a default thereunder or any termination rights set forth in the lease or sublease) or any provision thereof.

(ee) **Personal Property.** The Company and its Subsidiaries have valid, good and marketable title to all personal property owned by them, except as would not, individually or in the aggregate, be reasonably expected to have a Company Material Adverse Effect.

(ff) **Material Assets and Property.** The Company and each of its Subsidiaries owns or has the right to use all material Assets and Properties currently owned or used in the business as now conducted and as presently proposed to be conducted.

(gg) **Intellectual Property.** Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect or as set forth in Section 3.01(gg) of the Company Disclosure Letter:

(i) the Company and its Subsidiaries, as applicable, own or possess, or have a licence to or otherwise have the right to use, all Intellectual Property which is material and necessary for the conduct of its business as presently conducted (collectively, the "**Company Intellectual Property Rights**");

(ii) to the knowledge of the Company, all such Company Intellectual Property Rights that are owned by the Company and its Subsidiaries are valid and enforceable subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction and does not infringe in any material way upon the rights of others;

(iii) to the knowledge of the Company, no third party is infringing upon the Company Intellectual Property Rights owned or licensed by the Company or its Subsidiaries;

(iv) the Company and its Subsidiaries have used commercially reasonable efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect the Company Intellectual Property Rights and confidential information relating thereto. To the knowledge of the Company and its Subsidiaries, there has not been any material unauthorized disclosure of the Company Intellectual Property Rights such as to prevent Company and its Subsidiaries, or following the Effective Date, the Buyer, from obtaining or enforcing any right that it could otherwise have obtained or enforced with respect to such Company Intellectual Property Rights;

(v) to the knowledge of Company and its Subsidiaries, subject to and in compliance with Applicable Laws, no current or former officer, employee or independent contractor of the Company and its Subsidiaries owns or has claimed an ownership interest in any of the Company Intellectual Property Rights, nor has any right to a royalty or other consideration as a result of its marketing, licensing or assignment; and

(vi) the Company and its Subsidiaries have not received notice that there are any Company Intellectual Property Rights of any other Person that form part of the Company Intellectual Property Rights or that would constitute joint ownership by or with any other Person or that would constitute rights to market, distribute, license or convey the Company Intellectual Property

Rights, and no funding or facilities of any Governmental Entity nor any personnel of any such Person in their capacity as personnel of such Person, were used, directly or indirectly, to develop or create, in whole or in part, any of the Company Intellectual Property Rights.

(hh) **Litigation.** Other than as disclosed in Section 3.01(hh) of the Company Disclosure Letter, there are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending or, to the knowledge of the Company, threatened against or relating to the Company or any of its Subsidiaries, the business of the Company of any of its Subsidiaries or affecting any of their respective current or former properties or assets by or before any Governmental Entity that, if determined adverse to the interests of the Company or its Subsidiaries would have, or be reasonably expected to have, a Company Material Adverse Effect or would restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect the consummation of the Arrangement, nor, to the knowledge of the Company, are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, suit, arbitration, inquiry, investigation or proceeding.

(ii) **Environmental Matters.**

(i) The Company and its Subsidiaries are in material compliance with all applicable Environmental Laws, and neither the Company nor any such Subsidiary has used, except in material compliance with all Environmental Laws, any property or facility which it owns or leases, or previously owned or leased, to conduct any Environmental Activity, except where such use would not result in a Material Adverse Effect;

(ii) Neither the Company nor its Subsidiaries, nor, to the knowledge of the Company, any of their predecessor companies, have received any notice of any material claim, judicial or administrative proceeding, order or direction, pending, instituted, threatened, concluded or issued against, the Company or its Subsidiaries or any of their properties, assets or operations relating to, or alleging any violation of, any Environmental Laws; the Company is not aware of any facts which would reasonably be expected to give rise to any such claim, judicial or administrative proceeding, order or direction and neither the Company nor its Subsidiaries, nor any of their properties, assets or operations is the subject of any investigation, evaluation, audit or review by any Governmental Entity to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Entity;

(iii) To the knowledge of the Company, there are no liabilities (whether contingent or otherwise) in connection with any Environmental Activity relating to or affecting the Company, its Subsidiaries or their properties, assets or operations, and no liabilities (whether contingent or otherwise)

relating to the restoration or rehabilitation of land, water or any other part of the environment, in each case which would have a Material Adverse Effect; and

(iv) There are no environmental audits, evaluations, assessments, studies or tests, relating to the Company, its Subsidiaries or their properties, assets or operations, except for ongoing assessments conducted by or on behalf of the Company or its Subsidiaries in the ordinary course.

(jj) **Health Canada.** All Material Contracts and material written correspondence received from Health Canada in relation to any Authorization from Health Canada is set out in Section 3.01(jj) of the Company Disclosure Letter.

(kk) **Employees.**

(i) The Company and its Subsidiaries are in material compliance with all terms and conditions of employment and all applicable Laws respecting employment, including pay equity, wages, hours of work, overtime, vacation, human rights and work safety and health.

(ii) All amounts due or accrued due for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits under Employee Plans and other similar accruals have been either paid or are accurately reflected in all material respects in the books and records of the Company and its Subsidiaries.

(iii) Other than as disclosed in Section 3.01(kk)(iii) of the Company Disclosure Letter, there are no material Company Employee related claims, complaints, investigations or orders under all applicable Laws that could reasonably be expected to have a Company Material Adverse Effect respecting employment now pending or, to the knowledge of the Company, threatened against the Company and its Subsidiaries by or before any Governmental Entity as of the date of this Agreement.

(iv) Other than as disclosed in Section 3.01(kk)(iv) of the Company Disclosure Letter, no Company Employee has any agreement as to length of notice or severance payment required to terminate his or her employment other than such as results from applicable Laws from the employment of an employee without an agreement as to notice or severance.

(v) Other than as disclosed in Section 3.01(kk)(v) of the Company Disclosure Letter, there are no change of control payments, golden parachutes, severance payments, retention payments, Contracts or other agreements with current or former Company Employees providing for cash or other compensation or benefits upon the consummation of, or relating to, the Arrangement, including a change of control of the Company or any of its Subsidiaries.

(vi) Neither the Company nor any Subsidiary is party to any collective bargaining agreement, contract or legally binding commitment to any trade unions or employee organization or group or to any Employee Plans and there are no threatened or apparent union organizing activities involving employees of the Company or any of its Subsidiaries, nor is the Company or any of its Subsidiaries currently negotiating any collective bargaining agreements.

(vii) There are no material outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due or owing pursuant to any workplace safety, workers compensation or insurance legislation and neither the Company nor any Subsidiary has been reassessed in any material respect under such legislation during the past three years and, to the knowledge of the Company, no audit of the Company or any Subsidiary is currently being performed pursuant to any applicable workplace safety, workers compensation or insurance legislation. As of the date of this Agreement, to the Company's knowledge, there are no claims or potential claims which may materially adversely affect the Company and its Subsidiaries' accident cost experience.

(viii) Section 3.01(kk)(viii) of the Company Disclosure Letter sets out all orders and material inspection reports under applicable occupational health and safety legislation. There are no charges pending under applicable occupational health and safety legislation. The Company has complied in all material respects with any orders issued under applicable occupational health and safety legislation and there are no appeals of any orders under applicable occupational health and safety legislation currently outstanding.

(ll) **Employee Plans**

(i) The Company has delivered or otherwise made available to the Buyer true, complete and up-to-date copies of all Employee Plans or summaries of the material terms thereof.

(ii) Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect, all of the Employee Plans are and have been established, registered, qualified and administered in accordance with all applicable Laws and in accordance with their terms, the terms of the material documents that support such Employee Plans and the terms of agreements between the Company and its Subsidiaries and Company Employees (present and former) who are members of, or beneficiaries under, the Employee Plans. To the knowledge of the Company, no fact or circumstance exists which could adversely affect the registered status of any such Employee Plan. Neither the Company nor, to the knowledge of the Company, any of its agents or delegates, has breached any fiduciary obligation with respect to the administration or investment of any Employee Plan.

(iii) Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect: (A) all current obligations of the Company regarding the Employee Plans have been satisfied; and (B) all contributions, premiums or Taxes required to be made or paid by the Company by applicable Laws or under the terms of each Employee Plan have been made in a timely fashion in accordance with applicable Laws and the terms of the applicable Employee Plan.

(iv) To the knowledge of the Company, no Employee Plan is subject to any pending investigation, examination, action, claim (including claims for Taxes, interest, penalties or fines) or any other proceeding initiated by any Person (other than routine claims for benefits) which, if adversely determined, would be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect and, to the knowledge of the Company, there exists no state of facts which could reasonably be expected to give rise to any such investigation, examination, action, claim or other proceeding.

(v) Except as provided in this Agreement, the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not: (A) result in any material payment (including bonus, golden parachutes, retirement, severance, unemployment compensation or other benefit or enhanced benefit) becoming due or payable to any of the Company Employees (present or former); (B) materially increase the compensation or benefits otherwise payable to any Company Employee (present or former); or (C) result in the acceleration of the time of payment or vesting of any material benefits or entitlements otherwise available pursuant to any Employee Plan (except for outstanding Company Options and Company RSUs).

(vi) Except as required by applicable Law, none of the Employee Plans (other than registered or other pension plans) provide for retiree or post-termination benefits or for benefits to retired or terminated employees or to the beneficiaries or dependents of retired or terminated employees.

(vii) With respect to each Employee Plan that is a registered pension plan except as disclosed in Section 3.01(ll)(vii) of the Company Disclosure Letter: (A) all contribution holidays under and any surplus withdrawals from the Employee Plan have been taken in accordance with applicable Law; (B) no Employee Plan that is a defined benefit registered pension plan has received a transfer of assets from or been merged with another registered pension plan or has been subject to a partial wind-up in respect of which surplus assets relating to the partial wind-up group were not dealt with at the time of the partial wind-up; (C) no assets have been applied other than for proper payments of benefits, refunds of over-contributions and permitted payments of reasonable expenses incurred by or in respect of an Employee Plan; and (D) no conditions have been imposed by any Person and no undertakings or

commitments have been given to any employee, union or any other Person concerning the use of assets relating to any Employee Plan or any related funding medium or any deviation from any Employee Plan.

(mm) **Insurance.** Each of the Company and its Subsidiaries is, and has been continuously since January 1, 2024, insured by reputable third-party insurers with reasonable and prudent policies appropriate for the size and nature of the business of the Company and its Subsidiaries and their respective assets. A true and complete list of all material insurance policies currently in effect that insure the physical properties, business, operations and assets of the Company and its Subsidiaries are listed in Section 3.01(mm) of the Company Disclosure Letter. To the knowledge of the Company, each material insurance policy currently in effect that insures the physical properties, business, operations and assets of the Company and its Subsidiaries is valid and binding and in full force and effect and there is no material claim pending under any such policies as to which coverage has been questioned, denied or disputed. There is no material claim pending under any insurance policy of the Company or any Subsidiary that has been denied, rejected, questioned, or disputed by any insurer or as to which any insurer has made any reservation of rights or refused to cover all or any material portion of such claims. All material proceedings covered by any insurance policy of the Company or its Subsidiaries have been properly reported to and accepted by the applicable insurer.

(nn) **United States Securities Law Matters.** The Company (i) does not have, nor is it required to have, any class of securities registered under the U.S. Exchange Act, nor is the Company subject to any reporting obligation (whether active or suspended) pursuant to Section 15(d) of the U.S. Exchange Act; (ii) is not, and has never been, subject to any requirement to register any class of its equity securities pursuant to Section 12(g) of the U.S. Exchange Act; (iii) is not an investment company registered or required to be registered under the Investment Company Act of 1940 of the United States of America; and (iv) is a "foreign private issuer" within the meaning of Rule 405 under the U.S. Securities Act.

(oo) **Research and Development.** All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Company and its Subsidiaries in connection with its business is being conducted in accordance with applicable Health Canada requirements, if any, and best industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to the Business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(pp) **Taxes.**

(i) All material Tax Returns required by applicable Laws to be filed with any Governmental Entity by, or on behalf of, the Company or any of its Subsidiaries have been filed when due in accordance with applicable Laws

(taking into account any applicable extensions), and all such material Tax Returns are complete and correct in all material respects.

(ii) The Company and each of its Subsidiaries has paid, or has had paid on its behalf, or has collected, withheld and remitted to the appropriate Governmental Entity all material Taxes due and payable by them on a timely basis, other than those Taxes being contested in good faith and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Company. The Company and its Subsidiaries have provided adequate accruals in accordance with IFRS in the most recently published consolidated financial statements of the Company for any Taxes of the Company and each of its Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of publication of the most recent consolidated financial statements of the Company, no material liability in respect of Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(iii) No material deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted with respect to Taxes of the Company or any of its Subsidiaries and neither the Company nor any of its Subsidiaries is a party to any action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries or any of their respective assets.

(iv) There are no currently effective material elections, agreements or waivers extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes, or of the filing of any material Tax Return or any payment of material Taxes, by the Company or any of its Subsidiaries.

(v) The Company and each of its Subsidiaries has made available to the Buyer true, correct and complete copies of all Tax Returns for which applicable statutory periods of limitations have not expired.

(qq) **Related Party Transactions.** Other than as disclosed in the Company Filings, neither the Company nor any of its Subsidiaries is indebted to any director, officer, employee or agent of, or independent contractor to, the Company or any of its Subsidiaries or any of their respective affiliates or associates (except for amounts due in the ordinary course of business as salaries, bonuses, directors' fees or the reimbursement of ordinary course expenses), nor any shareholder who beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the Company Shares or securities exchangeable for more than 10% of any class of securities of the Company. There are no Contracts (other than employment arrangements) with, or advances, loans, guarantees, liabilities or other obligations

to, on behalf or for the benefit of, any shareholder, officer or director of the Company or any of its Subsidiaries, or any of their respective affiliates or associates.

(rr) **No Financial Obligations to Magdalena.** Neither the Company nor any of its Subsidiaries has any indebtedness, payables, advances or other financial obligations (whether accrued, absolute, contingent or otherwise) owing to Magdalena, and the Company is not party to any Contract pursuant to which it is required to make any payment to, or provide any financial support, guarantee or indemnity for the benefit of, Magdalena.

(ss) **Money Laundering Laws.** The operations of the Company and its Subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the *Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, as amended and the money laundering statutes of all other applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable Governmental Entity (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any regulatory authority involving the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(tt) **Finder's Fee.** No investment banker, broker, finder, financial advisor, or other intermediary has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries, or any of their respective officers, directors or employees, or is entitled to any fee, commission or other payment from the Company or any of its Subsidiaries, or any of their respective directors, officers or employees, in connection with this Agreement.

(uu) **Anti-Bribery Laws.** None of the Company or any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or any other person acting on behalf of the Company, or any of its subsidiaries has: (i) violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada), as amended (the "**CFPOA**"); (ii) taken any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "foreign public official" (as such term is defined in the CFPOA); (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; and the Company and its affiliates have instituted and maintain and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with applicable anti-corruption laws and with the representation and warranty contained herein.

(vv) **Restrictions on Business Activities.** There is no agreement, judgment, injunction, order or decree binding upon the Company or any of its Subsidiaries that has or would reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of the Company or its Subsidiaries or the conduct of business by the Company or any of its Subsidiaries as currently conducted other than such agreements, judgments, injunctions, orders or decrees as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(ww) **Sufficient Funds.** The Company has sufficient immediately available funds (through existing credit arrangements or otherwise) to pay when due the aggregate of all of its fees and expenses related to the transactions contemplated by this Agreement, including, without limitation, the Company Termination Payment.

(xx) **No "Collateral Benefit".** Other than as disclosed in Section 3.01(xx) of the Company Disclosure Letter, no person will receive a "collateral benefit" (within the meaning of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*) from the Company or its affiliates as a consequence of the Arrangement.

(yy) **Material Facts Not Withheld.** The Company has not withheld and will not withhold from the Buyer prior to the Effective Time, any material facts relating to the Company or its Subsidiaries.

(zz) **Licenses, Permits and Authorizations.**

(i) Except as would not be reasonably expected to have, individually or in the aggregate, a Company Material Adverse Effect: (i) all Authorizations which are necessary for the Company and its Subsidiaries to own its assets or conduct its business as presently owned or conducted have been obtained and are in full force and effect in accordance with their terms; (ii) the Company and its Subsidiaries have complied with all such Authorizations and are not in breach or default under any such Authorizations; (iii) the Company and its Subsidiaries have not received written, or to the knowledge of the Company, other notice, of any alleged breach of or alleged default under any such Authorization or of any intention of any Governmental Entity to revoke or not renew any such Authorizations; and (iv) no proceedings are pending or, to the knowledge of the Company, threatened which could reasonably be expected to result in the revocation of such Authorizations.

(ii) The Licenses and Permits are, to the extent they are granted, all in good standing and in full force and effect and the Company is not aware of any default by the Company or the other party to any of the Licenses and Permits.

(iii) With respect to the Controlled Substances Dealer's License:

(A) The Controlled Substances Dealer's License provides the Company with the authority to, among other things, possess psilocybin, psilocin, and other natural psychedelics and engage in the natural extraction and processing of psilocybin and psilocin, on those certain terms, conditions and restrictions set out therein;

(B) The Company is in compliance with the terms and conditions of the Controlled Substances Dealer's License; and

(C) Other than as disclosed in Section 3.01(zz)(iii)(C) of the Company Disclosure Letter, the Company has not received any notice relating to the cancellation, revocation or modification of the Controlled Substances Dealer's License; and

(D) Other than as disclosed in Section 3.01(zz)(iii)(D) of the Company Disclosure Letter, the Company has not made any application to amend the terms of, or expand the scope of, the Controlled Substances Dealer's License.

(iv) Subject to future requirements not yet shared with the Company, to the knowledge of the Company, (i) in addition to the Controlled Substances Dealer's License, the Company is duly qualified for and possesses or has taken reasonable steps to possess all such permits, certificates, licences, approvals, consents and other authorizations under the CDSA and/or the *Food and Drugs Regulations* (Part J) to the *Food and Drugs Act* (Canada) (collectively but excluding the Controlled Substances Dealer's License, the "**Other Governmental Licences**") from the appropriate Governmental Entity that are necessary or required to conduct the Business; (ii) to the extent such other Governmental Licenses have been actually granted to the Company, the Company is in compliance with the terms and conditions of all such Other Governmental Licences; (iii) all of the Other Governmental Licences which have been granted to the Company are in good standing, valid and in full force and effect; (iv) the Company has not received any notice relating to the cancellation, revocation or modification of any such Other Governmental Licences; and (v) other than as disclosed to the Buyer, the Company has not made any application to amend the terms, or expand the scope, of any of its Other Governmental Licences, and has not made application for any new Other Governmental Licences.

(v) The Buyer has been provided complete copies of all material communications, reports, applications, submissions and supplements or amendments relating to the Controlled Substances Dealer's License and any Other Governmental Licences or with applicable Governmental Entity.

Section 3.02 Survival of Representations and Warranties.

The representations and warranties of the Company contained in this Agreement shall survive the completion of the Arrangement and shall expire and be terminated on the date that is twelve months from the Effective Date.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE BUYER

Section 4.01 Representations and Warranties.

Except as disclosed in the Buyer Disclosure Letter, the Buyer represents and warrants to and in favour of the Company as follows and acknowledges that the Company is relying upon such representations and warranties in entering into this Agreement:

(a) **Organization and Good Standing of the Buyer.** The Buyer is a corporation incorporated and validly existing under the Laws of the Province of Ontario and has the corporate power and capacity to own, lease and operate its assets and properties and conduct its business as now owned and conducted. The Buyer is duly qualified, licensed or registered to carry on business in each jurisdiction in which its assets are located or it conducts business, except where the failure to be so qualified, licensed or registered would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect. No steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Company.

(b) **Organization and Good Standing of Subsidiaries.** The Subsidiaries as set forth in Section 4.01(b) of the Buyer Disclosure Letter are the only Subsidiaries of the Buyer. The Buyer does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than its Subsidiaries and the Buyer owns, directly or indirectly, the percentage indicated in Section 4.01(b) of the Buyer Disclosure Letter of the issued and outstanding shares in the capital of its Subsidiaries. All such shares are free and clear of all mortgages, Liens, charges, pledges, security interests, encumbrances, claims or demand of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of its Subsidiaries or any other security convertible into or exchangeable for any such shares. Each Subsidiary is a corporation or entity incorporated or organized, as applicable, validly existing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, and has the power and capacity to own, lease and operate its assets and properties and conduct its business as now owned and conducted. Each Subsidiary is duly qualified, licensed or registered to carry on business in each jurisdiction in which its assets are located or it conducts business, except where the failure to be so qualified, licensed or registered would not be reasonably expected to have, individually or in the aggregate, a Buyer Material

Adverse Effect. No steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of any of its Subsidiaries.

(c) **Corporate Authorization.** The Buyer has the corporate power and capacity to enter into and perform its obligations under this Agreement. The execution, delivery and performance by the Buyer of its obligations under this Agreement have been duly authorized by all necessary corporate action on the part of the Buyer and no other corporate proceedings on the part of the Buyer are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated hereby.

(d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Buyer and constitutes a legal, valid and binding agreement of the Buyer enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(e) **Governmental Authorization.** The execution, delivery and performance by the Buyer of its obligations under this Agreement and the consummation of the Arrangement do not require any other Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) the Interim Order; (ii) the Final Order; (iii) filings with the Registrar of Companies under the BCBCA; (iv) any actions or filings with the Securities Authorities or the CSE; any required provincial regulatory approvals relating to the sale of the Business, including from Health Canada and other similar regulators in the jurisdictions in which the Buyer carries on business; and (vi) any consents, waivers, approvals or actions or filings or notifications, the absence of which would not reasonably be expected to materially impede or delay the ability of the Buyer to consummate the Arrangement.

(f) **Third Party Consents.** No consent, waiver or approval from other parties to the Material Contracts is: (i) required to be obtained by the Buyer or its Subsidiaries in connection with the execution, delivery and performance by the Company of this Agreement or the consummation of the Arrangement; or (ii) required in order to maintain the Material Contracts in full force and effect immediately upon the consummation of the Arrangement, except for such consents, the absence of which would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

(g) **Non-contravention.** The execution, delivery and performance by the Buyer of its obligations under this Agreement and the consummation of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

(i) contravene, conflict with, or result in any violation or breach of any of the articles, by-laws or other constating documents of the Buyer or any of its Subsidiaries; or

(ii) assuming compliance with all matters referred to in Section 4.01(e), contravene, conflict with or result in a violation or breach of any applicable Laws with such exceptions as would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

(h) **Residence of the Buyer.** The Buyer is not a non-resident of Canada within the meaning of the Tax Act.

(i) **Buyer Shares.**

(i) The authorized capital of the Buyer consists of an unlimited number of Buyer Shares. As of the close of business on March 9, 2026, 425,710,721 Buyer Shares were issued and outstanding as fully paid and non-assessable.

(ii) The Consideration Shares to be issued pursuant to the Arrangement, the Buyer Shares issuable upon the exercise from time to time of the Company Options (or replacements thereof) in accordance with their respective terms and the Buyer Shares issuable upon the exercise from time to time of the Company Warrants in accordance with their respective terms, will, when issued and delivered, be duly and validly issued by the Buyer on their respective dates of issue as fully paid and non-assessable shares and will not be subject to a hold period under Securities Laws (other than as applicable to control persons or pursuant to Section 2.6 of National Instrument 45-102 – *Resale of Securities*) or be issued in violation of the terms of any agreement or other understanding binding upon the Buyer at the time that such shares are issued and will be issued in compliance with the constating documents of the Buyer and all applicable Laws. Notwithstanding the foregoing, the Consideration Shares shall be subject to the Resale Restrictions. For greater certainty, the Resale Restrictions apply to (i) all Buyer Shares issued at or in connection with the Effective Time pursuant to the Plan of Arrangement as consideration under the Arrangement, including any Buyer Shares issued as Preferred Share Consideration in respect of the Canadian Holder Bridge Loan, and (ii) any Buyer Shares issued upon the settlement of any RSUs granted in connection with the Arrangement (including any Transaction Bonus RSUs), in each case together with any certificates or DRS advices (or book-entry statements) representing such securities, which shall bear the applicable legend or restriction notation evidencing the Resale Restrictions. As of the Effective Date, all of the Company Options and Company Warrants will be outstanding as duly authorized and validly existing options and warrants to acquire the Buyer Shares, which will not be issued in violation of the terms of any agreement or other understanding binding upon the Buyer at the time at which they are issued, which will not be issued in violation of the terms

of any agreement or other understanding binding upon the Buyer at the time at which they are issued.

(iii) There are no bonds, debentures or other evidences of indebtedness of the Buyer outstanding having the right to vote (or that are convertible or exercisable for securities having the right to vote) with the Buyer Shareholders on any matter.

(iv) Except for outstanding Buyer Options and Buyer RSUs under the Buyer Equity Incentive Plan, Buyer Warrants and the Buyer's contingent commitment to issue Buyer Shares as disclosed in Section 4.01(i) of the Buyer Disclosure Letter there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any kind that obligate the Buyer to issue or sell any shares of capital stock or other securities of the Buyer or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Buyer or any of its Subsidiaries.

(v) Section 4.01(i) of the Buyer Disclosure Letter sets forth with respect to each Buyer Option, Buyer Warrant, and Buyer RSU outstanding as of the date of this Agreement: (i) the number of Buyer Shares issuable therefor; (ii) the purchase price payable therefor upon the exercise thereof, as applicable; and (iii) the date on which such security was granted or issued. All outstanding Buyer Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Buyer Shares issuable upon the exercise of Buyer Options and Buyer Warrants, and upon the conversion of the Buyer RSUs, in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Buyer (including the Buyer Shares, Buyer Options, Buyer Warrants and Buyer RSUs) have been issued in material compliance with all applicable Laws. Other than the Buyer Shares, Buyer Options, Buyer Warrants and Buyer RSUs, as applicable, there are no securities of the Buyer or of any of its Subsidiaries outstanding which have the right to vote generally (or are convertible into or exchangeable for securities having the right to vote generally) with the Buyer Shareholders on any matter. There are no outstanding contractual or other obligations of the Buyer or any Subsidiary to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities, other than the Buyer Options, Buyer Warrants, and Buyer RSUs.

(vi) All dividends or distributions on securities of Buyer that have been declared or authorized have been paid.

(j) **Securities Law Matters.**

(i) The Buyer is a reporting issuer under applicable Securities Laws in the Provinces of Ontario, Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Québec and Saskatchewan. The Buyer Shares are listed and posted for trading on the CSE. The Buyer is not in default of any material requirements of any Securities Laws or the rules and regulations of the CSE.

(ii) As of the date of this Agreement, the Buyer has not taken any action to cease to be a reporting issuer in any province or territory of Canada nor has the Buyer received notification from any Securities Authority to revoke the reporting issuer status of the Buyer. As of the date of this Agreement, no delisting, suspension of trading or cease trade or other restriction with respect to any securities of the Buyer is pending or, to the knowledge of the Buyer, threatened.

(iii) The Buyer has filed with the Securities Authorities all material forms, reports, schedules and other documents required to be filed under applicable Securities Laws since April 1, 2024. The documents comprising the Buyer Filings complied as filed in all material respects with applicable Securities Laws and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such subsequent filing), contain any Misrepresentation. The Buyer has not filed any confidential material change report which at the date of this Agreement remains confidential. To the knowledge of the Buyer, neither the Buyer nor any of the Buyer Filings is subject to an ongoing audit, review, comment or investigation by any Securities Authority or the CSE.

(k) **Auditors.** To the knowledge of the Buyer, the Buyer's auditors, who audited the Buyer's financial statements and provided their audit report, were, at the relevant time, independent public accountants as required under the Securities Laws and there has never been a reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) between the Buyer and such auditors or any former auditors of the Buyer or its Subsidiaries.

(l) **No Change in Accounting Policies.** Other than as disclosed in the Buyer Financial Filings, there has been no change in accounting policies or practices of the Buyer or any of its Subsidiaries since September 30, 2025.

(m) **No Third-Party Breach of Violation**. To the knowledge of the Buyer, no party (other than the Buyer or its Subsidiaries) to any Material Contract is in breach or violation of any term or provision thereof which would or would reasonably be expected to result in any Buyer Material Adverse Effect.

(n) **Insolvency.** No act or proceeding has been taken by or against the Buyer or any of its Subsidiaries in connection with the dissolution, liquidation, winding up,

bankruptcy or reorganization of the Buyer or any of its Subsidiaries or for the appointment of a trustee, receiver, manager or other administrator of the Buyer or any of its Subsidiaries or any of its properties or assets nor, to the knowledge of the Buyer, is any such act or proceeding threatened. The Buyer (nor any of its Subsidiaries) has not sought protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation. Neither the Buyer nor any of its Subsidiaries nor any of their respective properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of the Buyer or any of its Subsidiaries to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement.

(o) **Financial Statements.**

(i) The Buyer's audited annual consolidated financial statements (including any of the notes or schedules thereto, the auditor's report thereon and the related management's discussion and analysis) and unaudited consolidated interim financial statements (including any of the notes or schedules thereto and the related management's discussion and analysis) included in the Buyer Filings (collectively, the "**Buyer Financial Filings**") were prepared in accordance with IFRS and applicable Laws and fairly present, in all material respects, the consolidated financial position of the Buyer and its Subsidiaries at the respective dates thereof and the consolidated results of the Buyer's operations and cash flows for the periods indicated therein (except as may be expressly indicated in the notes to such financial statements). The Buyer does not intend to correct or restate, nor, to the knowledge of the Buyer, is there any basis for any correction or restatement of, any aspect of the Buyer's financial statements included in the Buyer Financial Filings. There are no, nor are there any commitments to become party to, any off-balance sheet transaction, arrangement, obligation (including contingent obligations) or other similar relationships of the Buyer or any of its Subsidiaries with unconsolidated entities or other Persons.

(ii) The financial books, records and accounts of the Buyer and each of its Subsidiaries: (A) have been maintained, in all material respects, in accordance with IFRS; (B) are stated in reasonable detail; (C) accurately and fairly reflect all the material transactions, acquisitions and dispositions of the Buyer and its Subsidiaries; and (D) accurately and fairly reflect the basis of the Buyer's financial statements.

(p) **Absence of Undisclosed Liabilities.** There are no liabilities or obligations of the Buyer or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than liabilities or obligations: (i) disclosed in the Buyer's interim consolidated financial statements

as at September 30, 2025; (ii) incurred in the ordinary course of business since March 31, 2025; (iii) incurred in connection with this Agreement; or (iv) that would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

(q) **Absence of Certain Changes or Events.** Since March 31, 2025, other than the transactions contemplated in this Agreement and as disclosed in the Buyer Filings, the business of the Buyer and its Subsidiaries has been conducted only in the ordinary course of business and there has not been any event, occurrence, fact, effect or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

(r) **Compliance with Laws.** The Buyer and each of its Subsidiaries is and has been in compliance with applicable Laws and, to the knowledge of the Buyer, none of the Buyer or any of its Subsidiaries is under any investigation with respect to, has been charged or threatened to be charged with, or has received notice of, any violation or potential violation of any applicable Laws, except for failures to comply or violations that have not had or would not be reasonably expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

(s) **Litigation.** There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending or, to the knowledge of the Buyer, threatened against or relating to the Buyer or any of its Subsidiaries, the business of the Buyer or any of its Subsidiaries or affecting any of their respective current or former properties or assets by or before any Governmental Entity that, if determined adverse to the interests of the Buyer or its Subsidiaries would have, or be reasonably expected to have, a Buyer Material Adverse Effect or would restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect the consummation of the Arrangement, nor, to the knowledge of the Buyer, are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, suit, arbitration, inquiry, investigation or proceeding.

(t) **Insurance.** Each of the Buyer and its Subsidiaries maintain insurance against loss of, or damage to, its assets by all insurable risks on a replacement cost basis in accordance with industry standards and such insurance coverage is in good standing in all material respects and not in default except in each case as could not reasonably be expected to have a Buyer Material Adverse Effect.

(u) **Taxes.**

(i) All material Tax Returns required by applicable Laws to be filed with any Governmental Entity by, or on behalf of, the Buyer or any of its Subsidiaries have been filed when due in accordance with applicable Laws (taking into account any applicable extensions), and all such material Tax Returns are complete and correct in all material respects.

(ii) The Buyer and each of its Subsidiaries has paid, or has had paid on its behalf, or has collected, withheld and remitted to the appropriate Governmental Entity all material Taxes due and payable by them on a timely basis, other than those Taxes being contested in good faith and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Buyer. The Buyer and its Subsidiaries have provided adequate accruals in accordance with IFRS in the most recently published consolidated financial statements of the Buyer for any Taxes of the Buyer and each of its Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of publication of the most recent consolidated financial statements of the Buyer, no material liability in respect of Taxes not reflected in such financial statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(iii) No material deficiencies, litigation, proposed adjustments or other matters in controversy exist or have been asserted with respect to Taxes of the Buyer or any of its Subsidiaries and neither the Buyer nor any of its Subsidiaries is a party to any action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of the Buyer, threatened against the Buyer or any of its Subsidiaries or any of their respective assets.

(iv) There are no currently effective material elections, agreements or waivers extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any material Taxes, or of the filing of any material Tax Return or any payment of material Taxes, by the Buyer or any of its Subsidiaries.

(v) The Buyer and each of its Subsidiaries has made available to the Buyer true, correct and complete copies of all Tax Returns for which applicable statutory periods of limitations have not expired.

(v) **Sufficient Funds.** The Buyer has sufficient immediately available funds (through existing credit arrangements or otherwise) to pay when due the aggregate of all of its fees and expenses related to the transactions contemplated by this Agreement, including, without limitation, the Buyer Termination Payment.

(w) **Shareholder Approval Not Required.** The Buyer represents and warrants that the approval of the Buyer Shareholders is not required under applicable Law or stock exchange rules for the consummation of the Arrangement or for the issuance of the Consideration Shares (including the Conversion Shares) pursuant to the Arrangement.

(x) **United States Securities Law Matters.** The Buyer (i) does not have, nor is it required to have, any class of securities registered under the U.S. Exchange Act,

nor is the Buyer subject to any reporting obligation (whether active or suspended) pursuant to Section 15(d) of the U.S. Exchange Act; (ii) is not, and has never been, subject to any requirement to register any class of its equity securities pursuant to Section 12(g) of the U.S. Exchange Act; (iii) is not an investment company registered or required to be registered under the Investment Company Act of 1940 of the United States of America; and (iv) is a "foreign private issuer" within the meaning of Rule 405 under the U.S. Securities Act.

Section 4.02 Survival of Representations and Warranties.

The representations and warranties of the Buyer contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE V
COVENANTS

Section 5.01 Conduct of Business of the Company.

The Company covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms, unless otherwise: (i) agreed to in writing by the Buyer (such agreement not be unreasonably withheld, conditioned or delayed); (ii) required or expressly permitted or specifically contemplated by this Agreement; (iii) required by applicable Law; (iv) as contemplated by Section 5.01 of the Company Disclosure Letter; or (v) as contemplated by Section 5.10 of this Agreement:

(a) the business of the Company and its Subsidiaries shall be conducted only in, in all material respects, and the Company and its Subsidiaries shall not take any action except in, the ordinary course of business, and the Company shall use all commercially reasonable efforts to maintain and preserve its and their business organization, assets, properties, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which the Company or any of its Subsidiaries has material business relationships, unless such would not result in a Company Material Adverse Effect.

(b) the Company shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

(i) amend its notice of articles, articles or other constating documents or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;

(ii) split, combine or reclassify any shares or other securities of the Company or of any Subsidiary or declare, set aside or pay any dividends or make any other distributions;

(iii) amend the terms of any outstanding securities;

(iv) redeem, repurchase or otherwise acquire or offer to redeem, repurchase or otherwise acquire any outstanding shares or other securities of the Company or any of its Subsidiaries;

(v) issue, grant, deliver, sell, pledge or otherwise encumber, or authorize the issuance, grant, delivery, sale, pledge or other encumbrance of, any shares or other securities, or any options, warrants or similar rights exercisable or exchangeable for or convertible into shares or other securities, of the Company or any of its Subsidiaries, except for the issuance of Company Shares issuable upon the exercise of the currently outstanding Company Options, Company Warrants or Company Debentures;

(vi) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, any assets, securities, properties, interests or business having a cost, on a per transaction or series of related transactions basis, in excess of $10,000 and subject to a maximum of $50,000 for all such transactions, other than: (A) acquisitions of supplies, equipment and inventory in the ordinary course of business consistent with past practice; and (B) as disclosed in Section 3.01(cc) of the Company Disclosure Letter;

(vii) other than as disclosed in Section 5.01(b)(vii) of the Company Disclosure Letter, sell, lease or otherwise transfer, directly or indirectly, in one transaction or in a series of related transactions, any assets of the Company or of any of its Subsidiaries or any interest in any assets of the Company or any of its Subsidiaries having a value greater than $10,000 in the aggregate, other than the sale, lease or disposition or other transfer of inventories or other assets in the ordinary course of business consistent with past practice;

(viii) other than as disclosed in Section 5.01(b)(viii) of the Company Disclosure Letter, and other than in the ordinary course or to ensure the maintenance of the Company's current level and standard operations, make any capital expenditure or commitment to do so which individually or in the aggregate exceeds $10,000;

(ix) re-engage any member of the Departing Personnel or enter into any agreement or arrangement that creates any continuing obligation to any such Person following the Effective Time, without the prior written consent of the Buyer;

(x) reorganize, amalgamate or merge the Company or any Subsidiary;

(xi) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Company or any Subsidiary;

(xii) make any material Tax election, information schedule, return or designation, settle or compromise any material Tax claim, assessment,

reassessment or liability, file any materially amended Tax return, file any notice of appeal or otherwise initiate any action with respect to Taxes, enter into any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension, or waiver of a limitation period applicable to any material tax matter or materially amend or change any of its methods of reporting income, deductions or accounting for income Tax purposes except as may be required by applicable Law;

(xiii) prepay any indebtedness before its scheduled maturity, other than repayments of indebtedness in the ordinary course of business consistent with past practice under the Company's or any Subsidiary's existing credit facilities; *provided that*, no material breakage or other costs or penalties are payable in connection with any such prepayment;

(xiv) with the exception of the Company Bridge Loan and accounts payable incurred in the ordinary course of business consistent with past practice, create, incur, assume or otherwise become liable, in one transaction or in a series of related transactions, with respect to any indebtedness for borrowed moneys or guarantees thereof in an amount, on a per transaction or series of related transactions basis, in excess of $50,000;

(xv) make any loan or advance to, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person (other than in respect of a liability of a wholly-owned Subsidiary that is not restricted hereunder from incurring that liability or obligation);

(xvi) make any material change in the Company's accounting principles, except as required by concurrent changes in IFRS or pursuant to written instructions, comments or orders of a Securities Authority;

(xvii) grant to any employee any increase in compensation in any form, except in the ordinary course of business consistent with past practice;

(xviii) increase any severance, change of control or termination pay to (or amend any existing Contract in this regard from that in effect on the date hereof) with any officer or director of the Company or any of its Subsidiaries or increase the benefits payable under any existing severance or termination pay policies with any officer or director of the Company or any of its Subsidiaries;

(xix) waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material Authorization, right to use, lease or contract other than in the ordinary course, as required by applicable Law, or where same would not individually or in the aggregate have a Material Adverse Effect;

(xx) enter into or amend any employment, deferred compensation or similar Contract (or amend any such existing Contract) with any officer or director of the Company or any of its Subsidiaries;

(xxi) adopt any new Employee Plan or amend or modify, in any material way, any existing Employee Plan;

(xxii) commence, waive, release, assign, settle or compromise any litigation, proceedings or governmental investigations in excess of an amount of $5,000 individually or $25,000 in aggregate or which would reasonably be expected to impede, prevent or delay the consummation of the transactions contemplated by this Agreement;

(xxiii) other than as required by applicable Law or contemplated hereunder, amend or modify in any material respect or terminate or waive any material right under any Material Contract or enter into any contract or agreement that would be a Material Contract if in effect on the date hereof, except where it would not have a Company Material Adverse Effect;

(xxiv) amend, modify, terminate, cancel or let lapse any material insurance (or re-insurance) policy of the Company or any Subsidiary in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the terminated, cancelled or lapsed policies for substantially similar premiums are in full force and effect;

(xxv) enter into or amend any Contract with any broker, finder or investment banker;

(xxvi) create, incur, assume or otherwise become liable for any indebtedness for borrowed money that is secured by any Lien or grant any Lien on the Collateral, other than Permitted Liens and the Termination Payment Security (provided that the Termination Payment Security shall not be perfected unless and until a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) occurs), except with the prior written consent of the Buyer; or

(xxvii) authorize, agree, resolve or otherwise commit to do any of the foregoing.

Section 5.02 Conduct of Business of the Buyer.

The Buyer covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms, unless otherwise: (i) agreed to in writing by the Company (such agreement not to be unreasonably withheld, conditioned or delayed); (ii) required or expressly permitted or

specifically contemplated by this Agreement; (iii) required by applicable Law; or (iv) as contemplated by Section 5.02 of the Buyer Disclosure Letter:

(a) the business of the Buyer and its Subsidiaries shall be conducted only in, in all material respects, and the Buyer and its Subsidiaries shall not take any action except in, the ordinary course of business, and the Buyer shall use all commercially reasonable efforts to maintain and preserve its and their business organization, assets, properties, employees, goodwill and business relationships with customers, suppliers, partners and other Persons with which the Buyer or any of its Subsidiaries has material business relationships, unless such would not result in a Buyer Material Adverse Effect.

(b) the Buyer shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

(i) amend its articles of incorporation, by-laws or other constating documents or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;

(ii) split, combine or reclassify any shares or other securities of the Buyer or of any Subsidiary or declare, set aside or pay any dividends or make any other distributions; except that the Buyer may complete a consolidation of the Buyer Shares (a "**Buyer Share Consolidation**") and any related share reclassification or constating document amendments required to effect same, in each case in compliance with applicable Law and the policies of the CSE, provided that such Buyer Share Consolidation is not reasonably expected to prevent, materially delay or otherwise materially impede the consummation of the Arrangement;

(iii) amend the terms of any outstanding securities;

(iv) redeem, repurchase or otherwise acquire or offer to redeem, repurchase or otherwise acquire any outstanding shares or other securities of the Buyer or any of its Subsidiaries;

(v) issue, grant, deliver, sell, pledge or otherwise encumber, or authorize the issuance, grant, delivery, sale, pledge or other encumbrance of, any shares or other securities, or any options, warrants or similar rights exercisable or exchangeable for or convertible into shares or other securities, of the Buyer or any of its Subsidiaries, except for (A) the issuance of Buyer Shares issuable upon the exercise of the currently outstanding securities; and (B) issuances of Buyer Financing Securities in connection with a Buyer Financing;

(vi) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, any assets, securities, properties, interests or business having

a cost, on a per transaction or series of related transactions basis, in excess of $1,000,000 for all such transactions (provided that the Buyer shall also comply with Section 5.02(b)(xiii) in respect of such transaction or transactions), other than acquisitions of supplies, equipment and inventory in the ordinary course of business consistent with past practice;

(vii) sell, lease or otherwise transfer, directly or indirectly, in one transaction or in a series of related transactions, any assets of the Buyer or of any of its Subsidiaries or any interest in any assets of the Buyer or any of its Subsidiaries having a value greater than $200,000 in the aggregate, other than the sale, lease or disposition or other transfer of inventories or other assets in the ordinary course of business consistent with past practice;

(viii) other than in the ordinary course or to ensure the maintenance of the Buyer's current level and standard of operations, make any capital expenditure or commitment to do so which individually or in the aggregate exceeds $200,000;

(ix) reorganize, amalgamate or merge the Buyer or any Subsidiary;

(x) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Buyer or any Subsidiary;

(xi) make any material Tax election, information schedule, return or designation, settle or compromise any material Tax claim, assessment, reassessment of liability, file any materially amended Tax return, file any notice of appeal or otherwise initiate any action with respect to Taxes, enter into any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension, or waiver of a limitation period applicable to any material Tax matter or materially amend or change any of its methods of reporting income, deductions or accounting for income Tax purposes except as may be required by applicable Law;

(xii) prepay any indebtedness before its scheduled maturity, other than repayments of indebtedness in the ordinary course of business consistent with past practice under the Buyer's or any Subsidiary's existing credit facilities; *provided that*, no material breakage or other costs or penalties are payable in connection with any such prepayment;

(xiii) create, incur, assume or otherwise become liable, in one transaction or in a series of related transactions, with respect to any indebtedness for borrowed moneys or guarantees thereof in an amount, on a per transaction or series of related transactions basis, in excess of $25,000;

(xiv) make any loan or advance to, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person (other than in respect of a liability of a wholly-owned Subsidiary that is not restricted hereunder from incurring that liability or obligation);

(xv) make any material change in the Buyer's accounting principles, except as required by concurrent changes in IFRS or pursuant to written instructions, comments or orders of a Securities Authority;

(xvi) grant to any employee any increase in compensation in any form, except in the ordinary course of business consistent with past practice;

(xvii) increase any severance, change of control or termination pay to (or amend any existing Contract in this regard from that in effect on the date hereof) with any officer or director of the Buyer or any of its Subsidiaries or increase the benefits payable under any existing severance or termination pay policies with any officer or director of the Buyer or any of its Subsidiaries;

(xviii) waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material Authorization, right to use, lease or contract other than in the ordinary course, or as required by applicable Law;

(xix) enter into or amend any employment, deferred compensation or similar Contract (or amend any such existing Contract) with any officer or director of the Buyer or any of its Subsidiaries;

(xx) adopt any new Employee Plan or amend or modify, in any material way, any existing Employee Plan;

(xxi) commence, waive, release, assign, settle or compromise any litigation, proceedings or governmental investigations in excess of an amount of $50,000 individually or $100,000 in aggregate or which would reasonably be expected to impede, prevent or delay the consummation of the transactions contemplated by this Agreement;

(xxii) other than as required by applicable Law or contemplated hereunder, amend or modify in any material respect or terminate or waive any material right under any Material Contract or enter into any contract or agreement that would be a Material Contract if in effect on the date hereof, except where it would not have a Buyer Material Adverse Effect;

(xxiii) amend, modify, terminate, cancel or let lapse any material insurance (or re-insurance) policy of the Buyer or any Subsidiary in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance

companies of nationally recognized standing providing coverage equal to or greater than the coverage under the terminated, cancelled or lapsed policies for substantially similar premiums are in full force and effect;

(xxiv) enter into or amend any Contract with any broker, finder or investment banker; or

(xxv) authorize, agree, resolve or otherwise commit to do any of the foregoing.

Section 5.03 Covenants Relating to the Arrangement.

(a) Each of the Company and Buyer shall use its reasonable commercial efforts to take, or cause to be taken, all actions and to do or cause to be done all things required or advisable under applicable Law to consummate and make effective, as soon as reasonably practicable, the transactions contemplated by this Agreement, including:

(i) using reasonable best efforts to satisfy, or cause the satisfaction of, all conditions precedent in this Agreement and take all steps set forth in the Interim Order and Final Order applicable to it and comply promptly with all requirements imposed by applicable Law with respect to this Agreement or the Arrangement;

(ii) using reasonable best efforts to obtain, as soon as practicable following the execution of this Agreement, and maintain all third-party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are: (A) necessary to be obtained under the Material Contracts in connection with the Arrangement or this Agreement; or (B) required in order to maintain the Material Contracts in full force and effect following the completion of the Arrangement, in each case, on terms that are satisfactory to the Buyer, acting reasonably, and, other than as set forth in the Material Contracts, without paying, and without committing itself or the other Party to pay, any consideration or incur any additional liability or obligation without the prior written consent of the other Party, acting reasonably;

(iii) using reasonable best efforts to oppose, lift or rescind any injunction, restraining or other order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement;

(iv) using reasonable best efforts to continue to maintain its status as a "reporting issuer" (or similar designated entity) not in default under Securities Laws in force in all provides of Canada where it is a reporting issuer as of the date hereof; and

(v) not taking any action, or refrain from taking any commercially reasonable action, or permitting any action to be taken or not taken, which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by this Agreement.

(b) The Company shall promptly notify the Buyer in writing of:

(i) any Company Material Adverse Effect;

(ii) any notice or other written communication from any Person: (A) alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with the Arrangement or this Agreement; or (B) to the effect that such Person is terminating or otherwise materially adversely modifying its relationship with the Company or any of its Subsidiaries as a result of the Arrangement or this Agreement; or

(iii) any material filings, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving the Company or any of its Subsidiaries that relate to the Arrangement or this Agreement.

(c) The Buyer shall promptly notify the Company in writing of:

(i) any Buyer Material Adverse Effect;

(ii) any notice or other written communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with the Arrangement or this Agreement; or

(iii) any material filings, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving the Buyer or any of its Subsidiaries that relate to the Arrangement or this Agreement.

Section 5.04 Covenants Related to Regulatory Approvals.

Each Party, as applicable to that Party, covenants and agrees with respect to obtaining all Regulatory Approvals that, subject to the terms and conditions of this Agreement, until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms:

(a) each Party shall use its reasonable best efforts to obtain all Regulatory Approvals and co-operate with the other Party in connection with all Regulatory Approvals sought by the other Party and shall use its reasonable best efforts to effect all

necessary registrations, filings and submissions of information required by Governmental Entities relating to the Arrangement or this Agreement;

(b) each Party shall use reasonable commercial efforts to respond promptly to any request or notice from any Governmental Entity requiring that Party to supply additional information that is relevant to the review of the transactions contemplated by this Agreement in respect of obtaining or concluding the Regulatory Approvals sought by either Party and each Party shall co-operate with the other Party and shall furnish to the other Party such information and assistance as a Party may reasonably request in connection with preparing any submission or responding to such notice from a Governmental Entity;

(c) each Party shall permit the other Party an opportunity to review in advance any proposed substantive applications, notices, filings, submissions, undertakings, correspondence and communications (including responses to requests for information and inquiries from any Governmental Entity) in respect of obtaining or concluding the Regulatory Approvals and shall provide the other Party with a reasonable opportunity to comment thereon and agree to consider those comments in good faith and each Party shall provide the other Party with any substantive applications, notices, filings, submissions, undertakings or other substantive correspondence provided to a Governmental Entity or any substantive communications received from a Governmental Entity, in respect of obtaining or concluding the Regulatory Approvals; and

(d) each Party shall keep the other Party reasonably informed on a timely basis of the status of discussions relating to obtaining or concluding the Regulatory Approvals sought by each such Party and, for greater certainty, no Party shall participate in any substantive meeting (whether in person, by telephone or otherwise) with a Governmental Entity in respect of obtaining or concluding the required Regulatory Approvals unless it advises the other Party in advance and gives such other Party an opportunity to attend;

(e) prior to the Effective Date, the Buyer shall apply to list the Consideration Shares issuable pursuant to the Arrangement and shall use its reasonable commercial efforts to obtain approval, subject to customary conditions, for the listing of such Consideration Shares on the CSE; and

(f) during the period from the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement, the Company shall:

(i) promptly (and in any event within twenty-four (24) hours of receipt) deliver to the Buyer true and complete copies of all written communications (including emails, letters, notices, inspection reports, observations, deficiency notices/requests, requests for information, objections, refusals, approvals, meeting summaries and other correspondence) received by the Company or any of its Subsidiaries from Health Canada (collectively, "**Health Canada Communications**") during the period from the date of

this Agreement until the earlier of the Effective Time and the termination of this Agreement in relation to (A) the Controlled Substances Dealer's License and any other Health Canada authorization, approval, permit or licence held by the Company or any of its Subsidiaries, (B) any application, amendment, renewal, supplement, compliance matter, inspection or inquiry relating thereto, or (C) the transactions contemplated by this Agreement;

(ii) provide the Buyer a reasonable opportunity to review and comment in advance on any proposed substantive written communication, submission, filing, response or undertaking to Health Canada relating to any Health Canada Communications or any matter described in Section 5.04(f)(i), and the Company shall consider such comments in good faith;

(iii) give the Buyer advance written notice (and in any event no less than three (3) Business Days prior notice, except where a shorter period is required by applicable Law or by Health Canada) of any proposed action, submission, filing or request that would reasonably be expected to (A) amend, modify, suspend, revoke, restrict, not renew, surrender, replace, reissue or otherwise adversely affect the validity, transferability, continued operation or scope of the Controlled Substances Dealer's License (or any other Health Canada authorization), or (B) result in the imposition of additional material terms or conditions in respect thereof (each, a "**Health Canada Change**");

(iv) not, and shall cause its Subsidiaries not to, agree to or accept any Health Canada Change, or submit any application/request that is intended to result in a Health Canada Change, without the Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed), except to the extent required by applicable Law or by Health Canada; and

(v) advise the Buyer in advance of, and provide the Buyer with an opportunity to attend, any substantive meeting or call with Health Canada relating to any matter described in Section 5.04(f)(i) or any Health Canada Change, to the extent permitted by Health Canada and applicable Law.

Section 5.05 Covenants Related to Effective Date Liabilities.

(a) At the Effective Time and upon completion of the settlements set forth in Section 2.11, the Effective Date Liabilities shall not exceed $782,218.99 (inclusive of applicable sales tax).

Section 5.06 Covenants Related to Legacy Liabilities of the Company and its Subsidiaries.

(a) At the Effective Time and upon completion of the settlements set forth in Section 2.11, there will be no more than an aggregate of $107,885.81 in outstanding Legacy Liabilities.

Section 5.07 Access to Information.

(a) From the date hereof until the earlier of the Effective Time and the termination of this, subject to Law, each Party shall, and shall cause its Subsidiaries to: (i) give the other Party and its representatives upon reasonable written notice, reasonable access during normal business hours to their: (A) premises; (B) property and assets (including all books and records, whether retained internally or otherwise); (C) Contracts; and (D) senior personnel, so long as the access does not unduly interfere with the ordinary course conduct of the business of such other Party or its Subsidiaries; and (ii) give the other Party information concerning its business, properties and personnel as the other Party may reasonably request, in order to permit the Parties to be in a position to expeditiously and efficiently integrate the business and operations of the Parties immediately upon but not prior to the Effective Date. Without limitation, each Party agrees to keep the other Party fully apprised in a timely manner of every circumstance, action, occurrence or event occurring or arising after the date hereof that would be relevant and material to a prudent operator of the business and operations of such Party.

(b) Investigations made by or on behalf of a Party, whether under this Section 5.07 or otherwise, will not waive, diminish the scope of, or otherwise affect any representation or warranty made by the other Party in this Agreement.

(c) Notwithstanding this Section 5.07 or any other provision of this Agreement, a Party shall not be obligated to provide access to, or to disclose, any information to another Party if such first Party reasonably determines that such access or disclosure would jeopardize any privilege claim by such first Party or any of its Subsidiaries or interfere unreasonably with the conduct of the business of the first Party and its Subsidiaries or require any action by the first Party outside of normal business hours.

Section 5.08 Indemnification and Insurance.

(a) The Buyer shall, from and after the Effective Time, honour all rights to indemnification or exculpation now existing in favour of present and former officers and directors of the Company and its Subsidiaries, that are fully and completely disclosed in Section 5.08(a) of the Company Disclosure Letter and copies of which are available in the Company Data Room, and acknowledges that such rights shall survive the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Date.

(b) **Run-Off Policy**

(i) As a condition to the Arrangement and prior to the Effective Time, notwithstanding any other provision hereof, the Company shall purchase and fully prepay customary "tail" or "run-off" policies of directors' and officers' liability insurance (the "**Run-Off Policy**") that satisfy the Run-Off

Policy Minimum Criteria set forth in Schedule 5.08(b) of the Company Disclosure Letter, providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Time; provided that, the Buyer shall, or shall cause the Company and its Subsidiaries to maintain such tail policies in effect without any reduction in scope or coverage for six (6) years from the Effective Date. The Company shall deliver to the Buyer, prior to the Effective Time, evidence reasonably satisfactory to the Buyer that the Run-Off Policy has been bound and that all premiums have been fully prepaid.

(ii) **Cost Allocation**. The first $50,000 of the aggregate premium for the Run-Off Policy (the "**Base Premium Amount**") shall be borne by the Company. Any amount by which the aggregate premium for the Run-Off Policy exceeds the Base Premium Amount (such excess, the "**Excess Premium**") shall be shared equally (50/50) between the Buyer, on the one hand, and the Company, on the other hand. The Buyer's share of the Excess Premium shall be paid by the Buyer directly to the insurer (or reimbursed to the Company if the Company has prepaid such amount) no later than five (5) Business Days following receipt of the applicable invoice or evidence of payment by the Company, as applicable.

(iii) For greater certainty, the Run-Off Policy need not be pre-approved by the Buyer provided that it satisfies the Run-Off Policy Minimum Criteria. If the Company proposes to obtain a Run-Off Policy that does not satisfy one or more of the Run-Off Policy Minimum Criteria, such Run-Off Policy shall require the prior written approval of the Buyer, acting reasonably.

(c) If the Buyer, the Company or any of its Subsidiaries, or any of their respective successors or assigns: (i) consolidates with or merges into any other Person and is not a continuing or surviving corporation or entity of such consolidation or merger; or (ii) transfers all or substantially all of its properties and assets to any Person, the Buyer shall ensure that any such successor or assign (including, as applicable, any acquiror of substantially all of the properties and assets of the Company and its Subsidiaries) assumes all of the obligations set forth in this Section 5.08.

(d) The Buyer shall act as agent and trustee of the benefits of the foregoing for the current and former directors and officers of the Company for the purpose of Section 5.08(a). This Section 5.08 shall survive the execution and delivery of this Agreement and the completion of the Arrangement and shall be enforceable against the Buyer by the Persons described in Section 5.08(a).

Section 5.09 Management Continuity and Key Employee Agreements.

(a) The Parties acknowledge that continued involvement of key personnel of the Company is a material inducement for the Buyer entering into this Agreement and completing the Arrangement.

(b) Prior to the Effective Time, the Buyer shall, acting reasonably, enter into employment agreements (in each case effective as of the Effective Time) with the following key employees of the Company:

(i) Benjamin Lightburn

(ii) Lisa Ranken

(c) With respect to the employment agreements listed above, the Buyer shall provide, or cause the Company or a Company Subsidiary to provide, a base salary, annual bonus and employee benefits (excluding, in all cases, any change in control or retention awards or Company Equity Incentive Plan benefits) that, in each case, are substantially similar in the aggregate to those provided to the employees immediately prior to the Effective Time, unless otherwise agreed between an employee and the Company.

(d) The execution and delivery of the agreements listed above shall be a condition precedent to the obligations of the Buyer to complete the Arrangement under Section 6.02.

(e) The Company shall use commercially reasonable efforts to cause each key employee to negotiate and finalize their employment agreement prior to the Effective Time.

(f) If employment agreements contemplated by this Section 5.09 have not been entered into with Benjamin Lightburn and/or Lisa Ranken prior to the Effective Time, each such individual shall have delivered to the Buyer, on or prior to the Effective Time, a written waiver, in form and substance satisfactory to the Buyer, irrevocably waiving any and all change of control, severance, termination, constructive dismissal or similar rights, entitlements or payments arising from or related to this transaction, including any entitlement on a resignation by such individual in connection with or following the completion of the Arrangement.

Section 5.10 Termination of Departing Personnel

(a) The Company shall, and shall cause each Company Subsidiary to, terminate the employment or engagement (as applicable) of each member of the Departing Personnel, set forth in Section 5.10(a) of the Disclosure Letter, effective prior to the Effective Time, in compliance with applicable Law and the terms of the applicable Contract.

(b) The Company shall, and shall cause each Company Subsidiary to, obtain from each member of the Departing Personnel, prior to the Effective Time, a written release (each, a "**Release**") in form and substance satisfactory to the Buyer, acting reasonably, pursuant to which such Person releases and forever discharges the Company, the Company Subsidiaries, the Buyer and the Buyer's Subsidiaries, and each of their respective past, present and future directors, officers, employees,

shareholders, agents and representatives from any and all claims, demands, causes of action and liabilities of any nature whatsoever (whether known or unknown) arising out of or relating to such Person's employment or engagement, the cessation thereof, or the transactions contemplated by this Agreement (including any claim for severance, termination pay, pay in lieu of notice, bonus, incentive compensation, equity compensation, retention or change of control amounts), except for (i) amounts expressly set out in a written termination letter delivered to such Person and (ii) amounts that have been paid to such Person prior to the Effective Time.

(c) The Company shall ensure that all amounts owing to the Departing Personnel in connection with such termination (including any accrued wages/fees, vacation pay and statutory entitlements, if applicable) are paid or provided for on or prior to the Effective Time, and that neither the Company nor any Company Subsidiary has any further liability or obligation to any such Person following the Effective Time, other than as expressly contemplated by the applicable Release.

(d) The Company shall deliver to the Buyer, prior to the Effective Time, true and complete copies of the executed Releases and evidence reasonably satisfactory to the Buyer (acting reasonably) of the termination of each member of the Departing Personnel and the execution and delivery of the agreements and termination of the Departing Personnel shall be a condition precedent to the obligations of the Buyer to complete the Arrangement under Section 6.02.

Section 5.11 Delivery of Termination Payment Security Documents.

(a) On the date hereof (concurrently with execution and delivery of this Agreement), the Company shall deliver to the Buyer:

(i) an executed security agreement evidencing the Termination Payment Security, which security agreement shall expressly provide that:

(A) no security interest is granted unless and until a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) occurs, and

(B) the Buyer shall have no right to register, perfect, or enforce any security interest unless and until such Company Termination Payment Event occurs; and

(ii) executed Pari Passu Agreements from [redacted] and each other secured creditor of the Company and/or any Company Subsidiary (including, to the extent applicable, the secured holders of Company Debentures and Existing Company Loans and Company Bridge Loans), in each case in form and substance satisfactory to the Buyer, acting reasonably, which Pari Passu Agreements shall expressly provide that they do not become effective unless and until a Company Termination Payment

Event pursuant to Section 7.05(c) or Section 7.05(d) occurs. **[Redacted: confidential information.]**

(b) Following the occurrence of a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d), the Company shall not (and shall cause its Subsidiaries not to) amend, waive, terminate or consent to any amendment, waiver or termination of any Pari Passu Agreement without the prior written consent of the Buyer.

(c) The Buyer shall have confirmed, prior to the Effective Time, the form and terms of the Transaction Bonus RSU Agreements to be entered into immediately following the Effective Time, and such form and terms shall be satisfactory to the Buyer and the Company, each acting reasonably. The execution and delivery of the Transaction Bonus RSU Agreements immediately following the Effective Time shall be a condition subsequent, and the Buyer covenants to enter into such agreements promptly following the Effective Time.

Section 5.12 Delivery of Support Agreements and Voting and Standstill Agreements.

(a) On the date hereof (concurrently with execution and delivery of this Agreement), the Company shall deliver to the Buyer:

(i) a duly executed Voting Support Agreement by each Supporting Shareholder; and

(i) a duly executed Voting and Standstill Agreement by each Standstill Shareholder.

(b) The execution and delivery of the agreements listed above shall be a condition precedent to the obligations of the Buyer to complete the Arrangement under Section 6.02.

Section 5.13 Transaction Bonuses.

(a) **Execution of Transaction Bonus Agreements.** Immediately following the Effective Time, the Buyer shall enter into the Transaction Bonus RSU Agreements with each of the Transaction Bonus Recipients, in each case in accordance with the Transaction Bonus Distribution Schedule and the Buyer Equity Incentive Plan. Each Transaction Bonus RSU Agreement shall provide for the grant to the applicable Transaction Bonus Recipient of Transaction Bonus RSUs representing the number of Buyer Shares determined in accordance with Section 2.10(a)(i)(E). Each Transaction Bonus RSU Agreement shall include provisions implementing the withholding funding mechanics set out in this Agreement, including (i) conditioning any vesting and settlement prior to satisfaction of the Withholding Funding Financing Threshold on the applicable Transaction Bonus Recipient concurrently funding the Buyer's statutory withholding and remittance obligations

in cash, and (ii) permitting Net Settlement only following satisfaction of the Withholding Funding Financing Threshold.

(b) **No Cash Obligation of Buyer.** The Parties acknowledge and agree that the transaction bonuses contemplated by this Section 5.13 shall be satisfied solely by the grant of Transaction Bonus RSUs and the issuance of Buyer Shares upon settlement thereof in accordance with the terms of the Transaction Bonus RSU Agreements and as set forth in Section 2.10 and shall not require the Buyer to pay any cash consideration to any Transaction Bonus Recipient, provided that the Buyer shall be responsible for remitting any applicable withholding taxes to the relevant taxing authority upon settlement of the Transaction Bonus RSUs, and (A) prior to satisfaction of the Withholding Funding Financing Threshold, the Buyer shall have no obligation to advance or fund any such withholding amounts from its own cash resources and shall only be required to remit withholding amounts to the extent funded concurrently by the applicable Transaction Bonus Recipient as contemplated herein, and (B) following satisfaction of the Withholding Funding Financing Threshold, the Buyer may remit such withholding amounts in the ordinary course, including in connection with any Net Settlement.

(c) **Compliance.** The Company and the Buyer shall ensure that the Transaction Bonus RSU Agreements are implemented in compliance with applicable Law, including the Buyer Equity Incentive Plan and applicable Tax Laws relating to the grant and settlement of restricted share units.

Section 5.14 SR&ED Payment.

(a) Following the Effective Date, the Buyer shall, and shall cause the Company to, use commercially reasonable efforts to obtain the Expected SR&ED Payment, including:

(i) timely filing or causing to be filed all necessary applications, forms, and supporting documentation with the Canada Revenue Agency or other applicable Governmental Entity;

(ii) promptly responding to any requests for additional information or documentation from the Canada Revenue Agency or other applicable Governmental Entity;

(iii) pursuing any appeals or reconsiderations if the initial claim is denied or reduced, provided that the Buyer reasonably believes such appeal or reconsideration has a reasonable prospect of success; and

(iv) engaging qualified advisors or consultants, if reasonably necessary, to assist with the preparation, filing or prosecution of the SR&ED claim.

(b) The Buyer shall provide the Escrowed Shareholders' representative (as designated in the Escrow Agreements) with prompt written notice upon receipt of the Actual SR&ED Amount, including reasonable evidence of the amount received.

ARTICLE VI
CONDITIONS

Section 6.01 Mutual Conditions.

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

(a) the Interim Order shall have been granted on terms consistent with this Agreement and the Interim Order shall not have been set aside or modified in a manner unacceptable to either Party, acting reasonably, on appeal or otherwise;

(b) the Arrangement Resolution shall have been approved and adopted by the Company Shareholders at the Company Meeting in accordance with the Interim Order;

(c) the Final Order shall have been granted on terms consistent with this Agreement and the Final Order shall not have been set aside or modified in a manner unacceptable to either Party, acting reasonably, on appeal or otherwise;

(d) the issuance of the Consideration Shares will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption;

(e) the necessary approvals of the CSE and Health Canada, if required and requested in writing by the CSE or Health Canada, as applicable, will have been obtained;

(f) all Regulatory Approvals and all third Person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments and modifications to agreements, indentures or arrangements, in each case, the failure of which to obtain or the non-expiry of which would, or could reasonably be expected to have, a Company Material Adverse Effect or Buyer Material Adverse Effect, as the case may be, or materially impede the completion of the Arrangement, shall have been obtained or received;

(g) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent), in any case which is in effect and which prevents, prohibits or makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Buyer from consummating the Arrangement or any of the other transactions contemplated in this Agreement.

Section 6.02 Additional Conditions to the Obligations of the Buyer.

The Buyer is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Buyer and may only be waived, in whole or in part, by the Buyer in its sole discretion acting reasonably:

(a) the representations and warranties made by the Company in this Agreement shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Company Material Adverse Effect (and, for this purpose, any reference to "material", "Company Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored) and the Company shall have provided to the Buyer a certificate of two senior officers of the Company certifying the foregoing and dated the Effective Date;

(b) the Company shall have fulfilled or complied in all material respects with its covenants contained in this Agreement to be fulfilled or complied with by it on or before the Effective Time and the Company shall have provided to the Buyer a certificate of two senior officers of the Company certifying the foregoing dated the Effective Date;

(c) there is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person) pending or threatened in any jurisdiction to:

(i) cease trade, enjoin or prohibit or impose any limitations, damages or conditions on the Buyer's ability to acquire, hold or exercise full rights of ownership over, any Company Shares, including the right to vote the Company Shares;

(ii) impose terms or conditions on the completion of the Arrangement or on the ownership or operation by the Buyer of the business or assets of the Buyer, the Company and their respective Subsidiaries, affiliates and related entities;

(iii) invalidate, cancel, revoke or modify the Controlled Substances Dealer's License the Controlled Substances Dealer's License:

(iv) seek to obtain from the Company or the Buyer any material damages directly or indirectly in connection with the Arrangement or the transactions contemplated by this Agreement; or

(v) prevent or materially delay the consummation of the Arrangement;

(d) since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public), a Company Material Adverse Effect;

(e) the Company and its Subsidiaries shall have received resignations and mutual releases from each director and officer of Company and its Subsidiaries, effective as of the Effective Date, against receipt by such Persons of commercially reasonable releases from the Company and its Subsidiaries and, in both cases, acceptable to the Buyer, acting reasonably, and other than as disclosed in Section 3.01(kk)(v) of the Company Disclosure Letter, no change of control or similar payments to directors or officers shall become owing by the Company or the Buyer as a result of the completion of the Arrangement;

(f) the Company shall deliver to the Buyer true and complete copies of the executed Releases and evidence reasonably satisfactory to the Buyer (acting reasonably) of the termination of each member of the Departing Personnel.

(g) the Voting and Standstill Agreements entered into by the Buyer and each Standstill Shareholders shall not have been terminated in accordance with their terms;

(h) the Buyer and Non-Compete Shareholders shall have entered into the Non-Competition Agreements, which shall not have been terminated in accordance with their respective terms;

(i) the Buyer, Escrowed Shareholders and Escrow Agent shall have entered into the Escrow Agreements, which shall not have been terminated in accordance with their respective terms;

(j) the Escrowed Shareholders shall have delivered the Escrowed Shares to the Escrow Agent;

(k) the Company Debenture Agreements shall be valid, in force and binding on all parties and in full force and effect at the Effective Time. The Company Debenture Agreements shall not have been terminated. The holders of Company Debentures shall not have exercised any recourse or remedies available under the Company Debentures;

(l) holders of no more than 10% of all of the issued and outstanding Company Shares shall have validly exercised Dissent Rights (and shall not have withdrawn such rights) in respect of the Arrangement;

(m) the Buyer and each Existing Company Creditor, Existing Company Debentureholder shall have entered into settlement agreements, as applicable, which shall not have been terminated in accordance with their respective terms;

(n) the Company shall have purchased, with all premiums fully pre-paid, the Run-Off Policy set out in Section 5.08(b), which Run-Off Policy satisfies the Run-Off Policy Minimum Criteria, and shall have delivered evidence thereof reasonably satisfactory to the Buyer;

(o) the lease for the premises, located at 4475 Wayburne Dr. Burnaby, BC V5G 4X4, from which the Company conducts the Business (the "**Facility Lease**") has been

validly amended, renewed or extended such that the term of the Facility Lease is extended for a minimum of an additional three years from its current expiration date of July 20, 2026, on terms and conditions satisfactory to the Buyer; without limiting the foregoing, the Company shall deliver to the Buyer on or before the Effective Date: (a) a fully-executed lease amendment/renewal/extension agreement (the "**Lease Extension**") and any required landlord consents or approvals, in each case in form and substance satisfactory to the Buyer; and (b) evidence reasonably satisfactory to the Buyer that the Lease Extension is in full force and effect as of the Closing;

(p) deficiencies in the minute books and corporate records of the Company and each Company Subsidiary identified by the Buyer or its counsel as listed in Section 6.02(p) of the Company Disclosure Letter, shall have been rectified to the satisfaction of the Buyer, acting reasonably;

(q) the Buyer and each of Benjamin Lightburn and Lisa Ranken shall have entered into employment agreements, as applicable, in accordance with Section 5.09(f) which replace or terminate existing employment agreements, which shall not have been terminated in accordance with their respective terms, and if applicable, the waiver pursuant to Section 5.09(f);

(r) the Company having caused all registrations of security interests, financing statements, or other Liens registered against the Company or its Subsidiaries under the PPSA, including but not limited to the PPSA registration(s) in favour of [redacted], to be discharged effective as of the Effective Time; provided that (i) nothing herein shall limit the Buyer's rights under Section 7.05(i) in the event of a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d), and (ii) the Buyer shall not have registered or perfected the Termination Payment Security prior to the Effective Time; and **[Redacted: confidential information.]**

(s) the Company shall have terminated the employment or engagement of each member of the Departing Personnel effective prior to the Effective Time and shall have delivered to the Buyer executed Releases from each such Person, all in accordance with Section 5.10, and no member of the Departing Personnel shall have commenced, threatened in writing, or delivered a written notice alleging, any claim against the Company, any Company Subsidiary, the Buyer or any Buyer Subsidiary arising out of or relating to such Person's employment or engagement, the termination thereof or the transactions contemplated hereby.

Section 6.03 Additional Conditions to the Obligations of the Company.

The Company is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

(a) the representations and warranties made by the Buyer in this Agreement shall be true and correct as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such date), except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Buyer Material Adverse Effect (and, for this purpose, any reference to "material", "Buyer Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored) and the Buyer shall have provided to the Company a certificate of two senior officers of the Buyer certifying the foregoing dated the Effective Date;

(b) the Buyer shall have fulfilled or complied in all material respects with its covenants contained in this Agreement to be fulfilled or complied with by it on or before the Effective Time, except where the failure to fulfill or comply with such covenants would not, individually or in the aggregate, materially impede completion of the Arrangement, and the Buyer shall have provided to the Company a certificate of two senior officers of the Buyer certifying the foregoing dated the Effective Date;

(c) there is no action or proceeding (whether, for greater certainty, by a Governmental Entity or any other Person) pending or threatened in any jurisdiction to:

(i) cease trade, enjoin or prohibit or impose any limitations, damages or conditions on the Buyer's ability to acquire, hold or exercise full rights of ownership over, any Company Shares, and to issue the Consideration Shares;

(ii) impose terms or conditions on the completion of the Arrangement or on the ownership or operation by the Buyer of the business or assets of the Buyer, the Company and their respective Subsidiaries, affiliates and related entities;

(iii) seek to obtain from the Company or the Buyer any material damages directly or indirectly in connection with the Arrangement or the transactions contemplated by this Agreement; or

(iv) prevent or materially delay the consummation of the Arrangement;

(d) the Buyer shall have complied with its obligations under Section 2.10 and the Depositary shall have confirmed receipt of the Consideration Shares;

(e) the Buyer and Benjamin Lightburn shall have entered into a board nomination agreement providing for board nomination rights until September 30, 2028 with respect to the Company Nominee on terms acceptable to the Buyer and Benjamin Lightburn, each acting reasonably;

(f) if required, the CSE shall have approved the listing of the Consideration Shares (including the Conversion Shares); and

(g) since the date of this Agreement, there shall not have occurred, or have been disclosed to the public (if previously undisclosed to the public), a Buyer Material Adverse Effect.

Section 6.04 Notice and Cure Provisions.

Each Party shall promptly notify the other Party of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be likely to:

(a) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date of this Agreement to the Effective Time; or

(b) result in the failure, in any material respect, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement.

The Buyer and the Company may not elect to exercise their respective right to terminate this Agreement pursuant to Section 8.02 unless the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, inaccuracies of representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition or the availability of a termination right, as the case may be. If any such notice is delivered with respect to a matter that is capable of being cured, provided that a Party is proceeding diligently to cure such matter, no Party may terminate this Agreement until the earlier of: (i) the Outside Date; and (ii) the date that is ten (10) Business Days from the date of receipt of such notice, if such matter has not been cured by such date. If such notice has been delivered prior to the date of the Company Meeting, the Company shall postpone or adjourn the Company Meeting until the expiry of such period (without causing a breach of any other provisions contained herein).

Section 6.05 Merger of Conditions.

Subject to applicable Law, the conditions set out in Section 6.01, Section 6.02 and Section 6.03 shall be conclusively deemed to have been satisfied, waived or released upon the Effective Date.

ARTICLE VII
NON-SOLICITATION AND TERMINATION PAYMENTS

Section 7.01 Company Covenant Regarding Non-Solicitation.

(a) Except as expressly provided in Section 7.01(e), Section 7.01(g) and Section 7.02 below, the Company shall not, directly or indirectly, through any officer, director, employee, representative, advisor or agent of the Company or any of its Subsidiaries (collectively, for the purpose of Section 7.01 and Section 7.02, the "**Representatives**", which, for further clarity, does not include the Company Shareholders), or otherwise and shall not permit or authorize any such Person to do so on its behalf:

(i) solicit, initiate, knowingly facilitate, encourage or promote (including by way of furnishing information, knowingly permitting any visit to facilities or properties of the Company or any of its Subsidiaries or entering into any form of agreement, arrangement or understanding (other than a confidentiality agreement permitted by and in accordance with Section 7.01(e)(ii)) any inquiries, proposals, expressions of interest or offers regarding, constituting or that may reasonably be expected to constitute or lead to a Company Acquisition Proposal;

(ii) participate, directly or indirectly, in any discussions or negotiations regarding, or furnish to any Person any information in connection with or otherwise cooperate with, assist or participate in, any effort or attempt to make any Company Acquisition Proposal or inquiries, proposals, expressions of interest or offers that may reasonably be expected to constitute or lead to a Company Acquisition Proposal;

(iii) make, or propose publicly to make, a Company Change in Recommendation; or

(iv) accept, enter into, or propose publicly to accept or enter into, any letter of intent, agreement, understanding or arrangement related to any Company Acquisition Proposal or that may reasonably be expected to constitute or lead to a Company Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with Section 7.01(e)(ii)).

(b) The Company shall, and shall cause its Subsidiaries and the Representatives to, immediately terminate and cease any discussions or negotiations with any parties (other the Buyer and its Representatives) with respect to any proposal that constitutes, or may reasonably be expected to constitute, or lead to a Company Acquisition Proposal and, in connection therewith, the Company shall and shall cause its Subsidiaries and the Representatives to:

(i) discontinue or not allow access to any of the Company's or its Subsidiaries' confidential information to any third party in connection with any inquiries, proposals, expressions of interest or offers constituting or that may reasonably be expected to constitute or lead to a Company Acquisition Proposal; and

(ii) promptly request the return or destruction of all information provided to any third party that has entered into a confidentiality agreement with the Company or any of its Subsidiaries relating to a Company Acquisition Proposal, or that may reasonably be expected to constitute or lead to a Company Acquisition Proposal, to the extent that such information has not previously been returned or destroyed, and shall use all commercially reasonable efforts to ensure that such requests are honoured.

(c) The Company represents and warrants that the Company has not, in the year prior to the date hereof, waived any confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant to which the Company or any of its Subsidiaries is a party. The Company covenants and agrees that the Company shall take all necessary action to enforce each such confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant. The Company further covenants and agrees not to and shall cause its Subsidiaries and the Representatives not to release any Person from, or waive, amend, suspend or otherwise modify any Person's obligations under any confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant to which the Company or any of its Subsidiaries is a party without the prior written consent of the Buyer (which may be withheld or delayed in the Buyer's sole and absolute discretion); provided, however, that the Parties acknowledge and agree that the automatic termination or release of any such agreement, restriction or covenant in accordance with its terms shall not be a violation of this Section 7.01(c).

(d) If the Company or any of its Subsidiaries or any of its Representatives, receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to a Company Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any of its Subsidiaries in connection with a Company Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Company or any of its Subsidiaries, the Company shall:

(i) promptly notify the Buyer, at first orally, and then as soon as practicable and in any event within 24 hours in writing, of such Company Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, and the identity of all Persons making the Company Acquisition Proposal, inquiry, proposal, offer or request;

(ii) provide the Buyer with copies of all written documents, material or substantive correspondence or other material received in respect of, from or on behalf of any such Persons;

(iii) keep the Buyer fully informed on a current basis of the status of developments and, to the extent permitted by Section 7.01(e), negotiations with respect to such Company Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Company Acquisition Proposal, inquiry, proposal, offer or request; and

(iv) provide to the Buyer copies of all material or substantive correspondence if in writing or electronic form and, if not in writing or electronic form, a description of the material terms of such correspondence communicated to

the Company by or on behalf of any Person making any such Company Acquisition Proposal, inquiry, proposal, offer or request.

(e) Notwithstanding Section 7.01(a), if at any time prior to obtaining the approval by the Company Shareholders of the Arrangement Resolution, the Company receives an unsolicited bona fide Company Acquisition Proposal, the Company may:

(i) contact the Person making the Company Acquisition Proposal and its representatives solely for the purpose of clarifying the terms and conditions of such Company Acquisition Proposal; and

(ii) engage in or participate in discussions or negotiations with such Person regarding such Company Acquisition Proposal, and subject to entering into a confidentiality and standstill agreement with such Person (unless such Person is already a party to a confidentiality and standstill agreement with the Company), and any such copies, access or disclosure provided to such Person already having been (or simultaneously being) provided to the Buyer, may provide copies of, access to or disclosure of information, properties, facilities, books or records of the Company or its Subsidiaries for a maximum of ten (10) Business Days after the day on which access or disclosure is first afforded to the Person making the Company Acquisition Proposal, if and only if, in the case of this Section 7.01(e)(ii):

(A) the Company Board first determines in good faith, after consultation with its outside legal counsel, that such Company Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Company Superior Proposal, and, after consultation with its outside legal counsel, that the failure to engage in such discussions or negotiations or to provide such access or disclosure would be inconsistent with its fiduciary duties;

(B) such Person was not restricted from making such Company Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar agreement, restriction or covenant with the Company or any of its Subsidiaries;

(C) the Company has been, and continues to be, in compliance with its obligations under Section 7.01 and Section 7.02; and

(D) the Company promptly provides the Buyer with:

(1) written notice stating the Company's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure and that the Company Board has determined that failure to take such action would be inconsistent with its fiduciary duties; and

(2) prior to providing any such copies, access or disclosure to such Person, the Company provides the Buyer with a true, complete and final executed copy of the confidentiality agreement referred to in Section 7.01(e)(ii).

(f) The Company shall ensure that its Subsidiaries and the Representatives are aware of the provisions of this Section 7.01, and the Company shall be responsible for any breach of this Section 7.01 by its Subsidiaries or the Representatives.

(g) Notwithstanding any of the provisions of this Agreement:

(i) the Company Board has the right to respond, within the time and in the manner required by applicable Securities Laws, to any take-over bid made for the Company Shares, that it determines is not a Company Superior Proposal, provided that the Buyer and its outside legal counsel have been provided with a reasonable opportunity to review and comment on any such response and the Company Board shall give reasonable consideration to such comments;

(ii) prior to the Company Meeting, the Company and the Company Board shall not be prohibited from making any disclosure to the Company Shareholders, if:

(A) a Buyer Material Adverse Effect has occurred and is continuing; and

(B) the Company Board has reasonably determined in good faith after consultation with its outside legal counsel that the failure to do so would be inconsistent with the duties of the members of the Company Board, under applicable Law; and

(iii) prior to the Company Meeting, the Company and the Company Board shall not be prohibited from making a Company Change in Recommendation if:

(A) a Material Adverse Effect with respect to the Buyer has occurred and is continuing; and

(B) the Company Board has reasonably determined in good faith after consultation with its outside legal counsel that the failure to do so would be inconsistent with its fiduciary duties.

Section 7.02 Notice of Company Superior Proposal Determination.

(a) If the Company receives a Company Acquisition Proposal and the Company Board makes a determination that such Company Acquisition Proposal constitutes a Company Superior Proposal prior to the approval by the Company Shareholders of the Arrangement Resolution, the Company may make a Company Change in Recommendation and enter into a definitive agreement with respect to such

Company Acquisition Proposal (other than a confidentiality agreement contemplated by Section 7.01(e)(ii)), if and only if:

(i) the Person making the Company Superior Proposal was not restricted from making such Company Superior Proposal pursuant to any existing confidentiality, non-disclosure, standstill, business purpose or other similar agreement, restriction or covenant with the Company or any of the Company Subsidiaries;

(ii) the Company has complied with its obligations under Section 7.01;

(iii) the Company has provided the Buyer with written notice (a "**Company Superior Proposal Notice**") promptly following the Company Board's determination that the Company Acquisition Proposal constitutes a Company Superior Proposal that:

(A) the Company Acquisition Proposal constitutes a Company Superior Proposal; and

(B) the Company intends to enter into an agreement with respect to such Company Superior Proposal;

The Company Superior Proposal Notice will set forth the determinations of the Company Board regarding the value and financial terms that the Company Board, in consultation with its financial advisors and outside legal counsel, has determined should be ascribed to any non-cash consideration offered under such Company Superior Proposal;

(iv) the Company has delivered to the Buyer a copy of the proposed definitive agreement for the Company Superior Proposal and all supporting materials, including any financing documents supplied to the Company in connection therewith;

(v) a period of ten (10) Business Days (the "**Buyer Match Period**") has elapsed from the date that is the later of the date on which the Buyer received the Company Superior Proposal Notice and the date on which the Buyer received the materials set forth in Section 7.02(a)(iv);

(vi) during the Buyer Match Period, the Buyer has had the opportunity, but not the obligation, in accordance with Section 7.02(b), to offer to amend this Agreement and the Arrangement in order for such Company Acquisition Proposal to cease to be a Company Superior Proposal;

(vii) after the Buyer Match Period, the Company Board:

(A) has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Company Acquisition Proposal continues to constitute a Company Superior Proposal,

which determination will consider the terms of the Arrangement as proposed to be amended by the Buyer if the Buyer proposes any amendment in accordance with Section 7.02(b); and

(B) has determined in good faith, after consultation with its outside legal counsel and financial advisors, that the failure of the Company Board to recommend that Company enter into a definitive agreement with respect to such Company Superior Proposal would be inconsistent with its fiduciary duties; and

(viii) prior to or concurrently with entering into such definitive agreement this Agreement is terminated by the Company under Section 8.02 and the Company pays the Company Termination Payment to the Buyer in accordance with Section 7.05.

(b) During the Buyer Match Period, the Buyer shall have the right, but not the obligation, to propose in writing to amend the terms of this Agreement and the Arrangement. During the Buyer Match Period, the Company shall: (i) review any proposal by the Buyer to amend the terms of this Agreement and the Arrangement in order to determine, in good faith and in a manner consistent with the fiduciary duties of the Company Board, whether the proposed amendment by the Buyer upon acceptance by the Company would result in a Company Acquisition Proposal not being a Company Superior Proposal; and (ii) negotiate with the Buyer in good faith, and in a manner consistent with the fiduciary duties of the Company Board, to make such amendments to the terms of this Agreement and the Arrangement as would enable the Buyer to proceed with the Arrangement on such amended terms. If the Company Board determines that the proposed amendment by the Buyer upon acceptance by the Company would result in a Company Acquisition Proposal not being a Company Superior Proposal, the Company shall promptly so advise the Buyer and enter into an amendment to this Agreement with the Buyer reflecting the amended proposal of the Buyer and will promptly reaffirm its recommendation of the Arrangement as amended.

(c) The Company acknowledges and agrees that each successive modification of any Company Acquisition Proposal that results in an increase in, or modification of, the Consideration (or value of such Consideration) or other material terms or conditions thereof shall constitute a new Company Acquisition Proposal for the purposes of this Section 7.02 and Buyer shall be afforded a new Buyer Match Period and the rights afforded in this Section 7.02 shall apply in respect of each such Company Acquisition Proposal.

(d) The Company Board shall promptly reaffirm its unanimous recommendation of the Arrangement by press release after: (i) the Company Board determines any Company Acquisition Proposal that has been publicly announced or publicly disclosed is not a Company Superior Proposal; or (ii) the Company Board determines that a proposed amendment to the terms of the Arrangement would result in any Company Acquisition Proposal which has been publicly announced or

made not being a Company Superior Proposal, and the Buyer has so amended the terms of the Arrangement. The Buyer and its counsel shall be given an opportunity to review and comment on the form and content of any such press release, acting reasonably. The Company shall make all reasonable amendments to such press release as requested by the Buyer and its counsel.

(e) Nothing contained in this Section 7.02 shall limit in any way the obligation of the Company to convene and hold the Company Meeting in accordance with this Agreement while this Agreement remains in force.

(f) Where the Company has provided the Buyer with a notice under Section 7.02(a)(iii) and the Company Meeting is scheduled to be held during or within two (2) Business Days following the expiration of the Buyer Match Period, then, subject to applicable Laws, the Company will be entitled to, and will if so requested by the Buyer, postpone or adjourn the Company Meeting to a date that is acceptable to both Parties (acting reasonably), provided that in no event shall such adjourned or postponed meeting be held on a date that is less than five (5) Business Days prior to the Outside Date, and shall, in the event that the Buyer and the Company amend the terms of this Agreement pursuant to Section 7.02(b), ensure that the details of such amended Agreement are communicated to the Company Shareholders prior to the resumption of the adjourned or postponed Company Meeting.

Section 7.03 Buyer Covenant Regarding Non-Solicitation.

(a) Except as expressly provided in Section 7.03(e), Section 7.03(g), and Section 7.04 below, the Buyer shall not, directly or indirectly, through any officer, director, employee, representative, advisor or agent of the Buyer or any of its Subsidiaries (collectively, for the purpose of Section 7.03 and Section 7.04, the "**Representatives**", which, for further clarity, does not include the Buyer Shareholders), or otherwise and shall not permit or authorize any such Person to do so on its behalf:

(i) solicit, initiate, knowingly facilitate, encourage or promote (including by way of furnishing information, knowingly permitting any visit to facilities or properties of the Buyer or any of its Subsidiaries or entering into any form of agreement, arrangement or understanding, other than a confidentiality agreement permitted by and in accordance with Section 7.03(e)(ii)) any inquiries, proposals, expressions of interest or offers regarding, constituting or that may reasonably be expected to constitute or lead to a Buyer Acquisition Proposal;

(ii) participate, directly or indirectly, in any discussions or negotiations regarding, or furnish to any Person any information in connection with or otherwise cooperate with, assist or participate in, any effort or attempt to make any a Buyer Acquisition Proposal or inquiries, proposals, expressions of interest or offers that may reasonably be expected to constitute or lead to a Buyer Acquisition Proposal; or

(iii) accept, enter into, or propose publicly to accept or enter into, any letter of intent, agreement, understanding or arrangement related to any the Buyer Acquisition Proposal or that may reasonably be expected to constitute or lead to a Buyer Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with Section 7.03(e)(ii)).

(b) The Buyer shall, and shall cause its Subsidiaries and the Representatives to, immediately terminate and cease any discussions or negotiations with any parties (other the Company and its Representatives) with respect to any proposal that constitutes, or may reasonably be expected to constitute, or lead to a Buyer Acquisition Proposal, and, in connection therewith, the Buyer shall cause its Subsidiaries and the Representatives to:

(i) discontinue or not allow access to any of the Buyer's or its Subsidiaries' confidential information to any third party in connection with any inquiries, proposals, expressions of interest or offers constituting or that may reasonably be expected to constitute or lead to a Buyer Acquisition Proposal; and

(ii) promptly request the return or destruction of all information provided to any third party that has entered into a confidentiality agreement with the Buyer or any Subsidiary of the Buyer relating to the Buyer Acquisition Proposal, or that may reasonably be expected to constitute or lead to a Buyer Acquisition Proposal, to the extent that such information has not previously been returned or destroyed, and shall use all commercially reasonable efforts to ensure that such requests are honoured.

(c) The Buyer represents and warrants that the Buyer has not, in the year prior to the date hereof, waived any confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant to which the Buyer or any Subsidiary of the Buyer is a party. The Buyer covenants and agrees that the Buyer shall take all necessary action to enforce each such confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant. The Buyer further covenants and agrees not to and shall cause its Subsidiaries and the Representatives not to release any Person from, or waive, amend, suspend or otherwise modify any Person's obligations under any confidentiality, standstill, non-disclosure, non-solicitation, use, business purpose or similar agreement, restriction or covenant to which the Buyer or any a Subsidiary of the Buyer is a party without the prior written consent of the Company (which may be withheld or delayed in the Company's sole and absolute discretion), provided, however, that the Parties acknowledge and agree that the automatic termination or release of any such agreement, restriction or covenant in accordance with its terms shall not be a violation of this Section 7.03(c).

(d) If the Buyer, or any of its Subsidiaries or any of its Representatives, receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to a Buyer Acquisition Proposal, or

any request for copies of, access to, or disclosure of, confidential information relating to the Buyer or any of its Subsidiaries in connection with a Buyer Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Buyer or any of its Subsidiaries, the Buyer shall:

(i) promptly notify the Company, at first orally, and then as soon as practicable and in any event within 24 hours in writing, of such Buyer Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, and the identity of all Persons making the Buyer Acquisition Proposal inquiry, proposal, offer or request;

(ii) provide the Company with copies of all written documents, material or substantive correspondence or other material received in respect of, from or on behalf of any such Persons;

(iii) keep the Company fully informed on a current basis of the status of developments and, to the extent permitted by Section 7.03(e), negotiations with respect to such Buyer Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Buyer Acquisition Proposal, inquiry, proposal, offer or request; and

(iv) provide to the Company copies of all material or substantive correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence communicated to the Buyer by or on behalf of any Person making any such Buyer Acquisition Proposal, inquiry, proposal, offer or request.

(e) Notwithstanding Section 7.03(a), if the Buyer receives an unsolicited bona fide Buyer Acquisition Proposal, the Buyer may:

(i) contact the Person making such Buyer Acquisition Proposal and its representatives solely for the purpose of clarifying the terms and conditions of such Buyer Acquisition Proposal; and

(ii) engage in or participate in discussions or negotiations with such Person regarding such Buyer Acquisition Proposal, and subject to entering into a confidentiality and standstill agreement with such Person (unless such Person is already a party to a confidentiality and standstill agreement with the Buyer), and any such copies, access or disclosure provided to such Person already having been (or simultaneously being) provided to the Company, may provide copies of, access to or disclosure of information, properties, facilities, books or records of the Buyer or its Subsidiaries for a maximum of ten Business Days after the day on which access or disclosure is first afforded to the Person making the Buyer Acquisition Proposal, if and only if, in the case of this Section 7.03(e)(ii):

(A) the Buyer Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Buyer Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Buyer Superior Proposal, and, after consultation with its outside legal counsel, that the failure to engage in such discussions or negotiations or to provide such access or disclosure would be inconsistent with its fiduciary duties;

(B) such Person was not restricted from making such Buyer Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar agreement, restriction or covenant with the Buyer or any of its Subsidiaries;

(C) the Buyer has been, and continues to be, in compliance with its obligations under Section 7.03 and Section 7.04; and

(D) the Buyer promptly provides the Company with:

(1) written notice stating the Buyer's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure and that the Buyer Board has determined that failure to take such action would be inconsistent with its fiduciary duties; and

(2) prior to providing any such copies, access or disclosure to such Person, the Buyer provides the Company with a true, complete and final executed copy of the confidentiality and standstill agreement referred to in Section 7.03(e)(ii).

(f) The Buyer shall ensure that its Subsidiaries and the Representatives are aware of the provisions of this Section 7.03, and the Buyer shall be responsible for any breach of this Section 7.03 by its Subsidiaries or the Representatives.

(g) Notwithstanding any of the provisions of this Agreement the Buyer Board has the right to respond, within the time and in the manner required by applicable Securities Laws, to any take-over bid made for the Buyer Shares, that it determines is not a Buyer Superior Proposal provided that the Company and its outside legal counsel have been provided with a reasonable opportunity to review and comment on any such response and the Buyer Board shall give reasonable consideration to such comments.

Section 7.04 Notice of Buyer Superior Proposal Determination.

(a) If the Buyer receives a Buyer Acquisition Proposal and the Buyer Board makes a determination that such Buyer Acquisition Proposal constitutes a Buyer Superior Proposal, the Buyer may make the Buyer Change in Recommendation and enter into a definitive agreement with respect to such Buyer Acquisition Proposal (other

than a confidentiality agreement contemplated by Section 7.03(e)(ii)), if and only if:

(i) the Person making the Buyer Superior Proposal was not restricted from making such Buyer Superior Proposal pursuant to any existing confidentiality, non-disclosure, standstill, business purpose or other similar agreement, restriction or covenant with the Buyer or any of its Subsidiaries;

(ii) the Buyer has complied with its obligations under Section 7.03;

(iii) the Buyer has provided the Company with written notice (a "**Buyer Superior Proposal Notice**") promptly following the Buyer Board's determination that the Buyer Acquisition Proposal constitutes a Buyer Superior Proposal that:

(A) the Buyer Acquisition Proposal constitutes a Buyer Superior Proposal; and

(B) the Buyer intends to enter into an agreement with respect to such Buyer Superior Proposal;

The Buyer Superior Proposal Notice will set forth the determinations of the Buyer Board regarding the value and financial terms that the Buyer Board, in consultation with its financial advisors and outside legal counsel, has determined should be ascribed to any non-cash consideration offered under such Buyer Superior Proposal;

(iv) the Buyer has delivered to the Company a copy of the proposed definitive agreement for the Buyer Superior Proposal and all supporting materials, including any financing documents supplied to the Buyer in connection therewith;

(v) a period of five (5) Business Days (the "**Company Match Period**") has elapsed from the date that is the later of the date on which the Company received the Buyer Superior Proposal Notice and the date on which the Company received the materials set forth in Section 7.04(a)(iv);

(vi) during the Company Match Period, the Company has had the opportunity, but not the obligation, in accordance with Section 7.04(b), to offer to amend this Agreement and the Arrangement in order for such Buyer Acquisition Proposal to cease to be a Buyer Superior Proposal;

(vii) after the Company Match Period, the Buyer Board:

(A) has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Buyer Acquisition Proposal continues to constitute a Buyer Superior Proposal, which determination will consider the terms of the Arrangement as

proposed to be amended by the Company if the Company proposes any amendment in accordance with Section 7.04(b); and

(B) has determined in good faith, after consultation with its outside legal counsel and financial advisors, that the failure of the Buyer Board to recommend that the Buyer enter into a definitive agreement with respect to such Buyer Superior Proposal would be inconsistent with its fiduciary duties; and

(viii) prior to or concurrently with entering into such definitive agreement this Agreement is terminated by the Buyer under Section 8.02 and the Buyer paid the Buyer Termination Payment to the Company in accordance with Section 7.06.

(b) During the Company Match Period, the Company shall have the right, but not the obligation, to propose in writing to amend the terms of this Agreement and the Arrangement. During the Company Match Period, the Buyer shall: (i) review any proposal by the Company to amend the terms of this Agreement and the Arrangement in order to determine, in good faith and in a manner consistent with the fiduciary duties of the Buyer Board, whether the proposed amendment by the Company upon acceptance by the Buyer would result in Buyer Acquisition Proposal not being a Buyer Superior Proposal; and (ii) negotiate with the Company in good faith, and in a manner consistent with the fiduciary duties of the Buyer Board, to make such amendments to the terms of this Agreement and the Arrangement as would enable the Company to proceed with the Arrangement on such amended terms. If the Buyer Board determines that the proposed amendment by the Company upon acceptance by the Buyer would result in Buyer Acquisition Proposal not being a Buyer Superior Proposal, the Buyer shall promptly so advise the Company and enter into an amendment to this Agreement with the Company reflecting the amended proposal of the Company and will promptly reaffirm its recommendation of the Arrangement as amended.

(c) The Buyer acknowledges and agrees that each successive modification of any the Buyer Acquisition Proposal that results in a modification of, the Consideration (or value of such Consideration) or other material terms or conditions thereof shall constitute a new Buyer Acquisition Proposal for the purposes of this Section 7.04 and the Company shall be afforded a new Company Match Period and the rights afforded in this Section 7.04 shall apply in respect of each such Buyer Acquisition Proposal.

(d) The Buyer Board shall promptly reaffirm its unanimous recommendation of the Arrangement by press release after: (i) the Buyer Board determines any Buyer Acquisition Proposal that has been publicly announced or publicly disclosed is not the Buyer Superior Proposal; or (ii) the Buyer Board determines that a proposed amendment to the terms of the Arrangement would result in any Buyer Acquisition Proposal which has been publicly announced or made not being the Buyer Superior Proposal, and the Company has so amended the terms of the Arrangement. The

Company and its counsel shall be given an opportunity to review and comment on the form and content of any such press release, acting reasonably. The Buyer shall make all reasonable amendments to such press release as requested by the Company and its counsel.

Section 7.05 Company Termination Payment Event.

Termination of this Agreement in each of the following circumstances will constitute a "**Company Termination Payment Event**":

(a) this Agreement is terminated by the Buyer pursuant to Section 8.02(b) (but not including a termination by the Buyer pursuant to Section 8.02(b)(i) in circumstances where the Company Change in Recommendation resulted from the occurrence of a Buyer Material Adverse Effect and the Company has complied with Section 7.01(g)(iii));

(b) this Agreement is terminated by either the Buyer or the Company pursuant to Section 8.02(d) if at such time the Buyer was permitted to terminate this Agreement pursuant to Section 8.02(b) (but not including a termination by the Buyer pursuant to Section 8.02(b)(i) in circumstances where the Company Change in Recommendation resulted from the occurrence of a Buyer Material Adverse Effect and the Company has complied with Section 7.01(g)(iii));

(c) this Agreement is terminated by the Company pursuant to Section 8.02(g); or

(d) this Agreement is terminated by either the Buyer or the Company pursuant to Section 8.02(d) or Section 8.02(e) hereof and:

(i) following the date hereof and prior to such termination, a Company Acquisition Proposal shall have been made to the Company and made known to the Company Shareholders generally or shall have been made directly to the Company Shareholders generally or any Person shall have publicly announced an intention to make a Company Acquisition Proposal (a "**Pending Company Acquisition Proposal**"); and

(ii) within 365 days following the date of such termination:

(A) a Company Acquisition Proposal is consummated or effected (provided such Company Acquisition Proposal is the same as the Pending Company Acquisition Proposal); or

(B) the Company or one or more of the Company Subsidiaries, directly or indirectly, in one or more transactions, enters into a contract in respect to a Company Acquisition Proposal (whether or not such Company Acquisition Proposal is the same as the Pending Company Acquisition Proposal) and such Company Acquisition Proposal is later consummated or effected (whether or not such Company

Acquisition Proposal is later consummated or effected within 365 days of such termination).

For the purposes of this Section 7.05(d), all references to "20%" in the definition of "Company Acquisition Proposal" in Section 1.01 shall be deemed to be references to "50%";

(e) this Agreement is terminated by the Buyer pursuant to Section 8.02(i); or

(f) this Agreement is terminated by the Buyer pursuant to Section 8.02(k).

(g) Upon the occurrence of a Company Termination Payment Event, the Company shall pay to the Buyer an amount in cash (a "**Company Termination Payment**") equal to (i) $500,000, in the case of a Company Termination Payment Event other than those set forth in Section 7.05(e) or Section 7.05(f), or (ii) $500,000, in the case of a Company Termination Payment Event set forth in Section 7.05(e) or Section 7.05(f), in immediately available funds in consideration for the disposition of the Buyer's rights under this Agreement. In the circumstances set forth in Section 7.05(a), Section 7.05(b), or above, the Company Termination Payment will be paid within two (2) Business Days of the termination of this Agreement; and, in the circumstances set forth in Section 7.05(d) above, the Company Termination Payment will be paid within two (2) Business Days following the completion of such Company Acquisition Proposal. The Company shall not be obligated to make more than one payment pursuant to this Section 7.05. The Company hereby acknowledges that the agreements contained in this Section 7.05 are an integral part of the transactions contemplated in this Agreement and that, without those agreements, the Buyer would not enter into this Agreement, and that the Company Termination Payment is a payment in consideration for the disposition of the Buyer's rights under this Agreement and is a genuine pre-estimate of the damages that the Buyer will suffer or incur as a result of the non-completion of the Arrangement in the circumstances in which the Company Termination Payment is payable, that such payment is not for lost profits or a penalty, and that the Company shall not take any position inconsistent with the foregoing.

(h) The Company hereby irrevocably waives any right it may have to raise as a defence that any such Company Termination Payment is excessive or punitive. Upon termination of this Agreement as permitted under Section 8.02 under circumstances where the Buyer is entitled to the Company Termination Payment and the Company Termination Payment is paid in full, the Buyer shall have no further claim against the Company at law or in equity or otherwise and in any such case it shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the Company or the Company Subsidiaries or any of their respective directors, officers, employees, partners, managers, members, shareholders or affiliates in connection with this Agreement or the transactions contemplated hereby; provided however, that nothing herein shall preclude the Buyer from seeking injunctive relief to restrain any breach or threatened breach by the Company of any of its obligations hereunder or otherwise

to obtain specific performance without the necessity of posting bond or security in connection therewith.

(i) **Security for Company Termination Payment.**

(i) **Conditional Grant of Security.** Upon the occurrence of a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement, the Company shall be deemed to have granted to the Buyer a continuing security interest in and to all of the Company's present and after-acquired personal property, assets and undertaking of every nature and kind whatsoever and wheresoever situate (the "**Collateral**"), and all proceeds thereof (the "**Termination Payment Security**"), which Termination Payment Security shall secure only the Secured Termination Payment Obligations.

(ii) **Perfection.** Upon the occurrence of a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement, the Company hereby authorizes the Buyer (and its counsel/agents) to register financing statements and other registrations under the PPSA and any other applicable PPSA legislation in any jurisdiction the Buyer determines to be appropriate to perfect the Termination Payment Security. The Company shall execute and deliver (and shall cause each Company Subsidiary to execute and deliver, if requested by the Buyer) all further instruments and assurances reasonably required to evidence, perfect, maintain and enforce the Termination Payment Security. Prior to the occurrence of such Company Termination Payment Event, the Buyer shall not register any financing statements or take any steps to perfect the Termination Payment Security. The Company shall execute and deliver (and shall cause each Company Subsidiary to execute and deliver, if requested by the Buyer) all further instruments and assurances reasonably required to evidence, perfect, maintain and enforce the Termination Payment Security, in each case only upon and after the occurrence of a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement.

(iii) **Pari Passu.** The Company acknowledges and agrees that, upon the occurrence of a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement, the Termination Payment Security shall rank *pari passu* to any and all Liens securing any indebtedness or obligations of the Company or any Company Subsidiary existing as of the date hereof (including any security held by [redacted] and any Liens securing the Company Debentures, Existing Company Loans and Company Bridge Loans), in each case to the extent and in the manner provided in the Pari Passu Agreements, which Pari Passu Agreements shall become effective only upon the occurrence of such Company Termination Payment Event. **[Redacted: confidential information.]**

(iv) **Standstill.** The Buyer covenants that, prior to the occurrence of a Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement:

(A) it shall not enforce the Termination Payment Security (and the Termination Payment Security shall secure no payment obligation unless and until such Company Termination Payment Event pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement occurs);

(B) it shall not register any financing statements or take any other steps to perfect the Termination Payment Security;

(C) the Pari Passu Agreements shall not be effective and the Buyer shall have no rights thereunder; and

(D) it shall not exercise any rights or remedies as a secured creditor, including without limitation any right to notice, consent, or participation in any proceedings involving the Company or its assets.

(v) **Release upon Closing / Non-Trigger.** If the Effective Time occurs (and no Company Termination Payment pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement is then owing), the Termination Payment Security shall be automatically released and discharged and the Buyer shall, at the Company's request and expense, deliver PPSA discharges and such other releases as may be reasonably required to evidence such release and discharge.

(vi) **Survival**. This Section 7.05(i) shall survive termination of this Agreement and shall remain in full force and effect until the earlier of (A) payment in full of the Company Termination Payment pursuant to Section 7.05(c) or Section 7.05(d) of this Agreement (if payable) and (B) the Effective Time (if the Arrangement is completed).

Section 7.06 Buyer Termination Payment Event.

Termination of this Agreement in each of the following circumstances will constitute a "**Buyer Termination Payment Event**":

(a) this Agreement is terminated by the Company pursuant to Section 8.01(c);

(b) this Agreement is terminated by either the Buyer or the Company pursuant to Section 8.02(d) if at such time the Company was permitted to terminate this Agreement pursuant to Section 8.02(c);

(c) this Agreement is terminated by the Buyer pursuant to Section 8.02(h); or

(d) this Agreement is terminated by either the Buyer or the Company pursuant to Section 8.02(d) or Section 8.02(e) hereof and:

(i) following the date hereof and prior to such termination, the Buyer Acquisition Proposal shall have been made to the Buyer and made known to the Buyer Shareholders generally or shall have been made directly to the Buyer Shareholders generally or any Person shall have publicly announced an intention to make the Buyer Acquisition Proposal (a "**Pending Buyer Acquisition Proposal**"); and

(ii) within 365 days following the date of such termination:

(A) the Buyer Acquisition Proposal is consummated or effected (provided such Buyer Acquisition Proposal is the same as the Pending Buyer Acquisition Proposal); or

(B) the Buyer or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a contract in respect to the Buyer Acquisition Proposal (whether or not such Buyer Acquisition Proposal is the same as the Pending Buyer Acquisition Proposal) and such Buyer Acquisition Proposal is later consummated or effected (whether or not such Buyer Acquisition Proposal is later consummated or effected within 365 days of such termination).

For the purposes of this Section 7.06(d), all references to "20%" in the definition of "Buyer Acquisition Proposal" in Section 1.01 shall be deemed to be references to "50%";

(e) this Agreement is terminated by the Company pursuant to Section 8.02(j); or

(f) this Agreement is terminated by the Company pursuant to Section 8.02(l).

(g) Upon the occurrence of the Buyer Termination Payment Event, the Buyer shall pay to the Company an amount in cash (the "**Buyer Termination Payment**") equal to (i) $500,000, in the case of a Buyer Termination Payment Event other than those set forth in Section 7.06(e) or Section 7.06(f), or (ii) $500,000, in the case of a Company Termination Payment Event set forth Section 7.06(e) or Section 7.06(f), in immediately available funds in consideration for the disposition of the Company's rights under this Agreement. In the circumstances set forth in Section 7.06(a), Section 7.06(b), or Section 7.06(c), the Buyer Termination Payment will be paid within two (2) Business Days of the termination of this Agreement; and, in the circumstances set forth in Section 7.06(d) above, the Buyer Termination Payment will be paid within two (2) Business Days following the completion of such Buyer Acquisition Proposal. The Buyer shall not be obligated to make more than one payment pursuant to this Section 7.06. The Buyer hereby acknowledges that the agreements contained in this Section 7.06 are an integral part of the transactions contemplated in this Agreement and that, without those agreements,

the Company would not enter into this Agreement, and that the Buyer Termination Payment is a payment in consideration for the disposition of the Company's rights under this Agreement and is a genuine pre- estimate of the damages that the Company will suffer or incur as a result of the non-completion of the Arrangement in the circumstances in which the Buyer Termination Payment is payable, that such payment is not for lost profits or a penalty, and that the Buyer shall not take any position inconsistent with the foregoing.

(h) The Buyer hereby irrevocably waives any right it may have to raise as a defence that any such Buyer Termination Payment is excessive or punitive. Upon termination of this Agreement as permitted under Section 7.02 under circumstances where the Company is entitled to the Buyer Termination Payment and the Buyer Termination Payment is paid in full, the Company shall have no further claim against the Buyer at law or in equity or otherwise and in any such case it shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the Buyer or its Subsidiaries or any of their respective directors, officers, employees, partners, managers, members, shareholders or affiliates in connection with this Agreement or the transactions contemplated hereby; provided however, that nothing herein shall preclude the Company from seeking injunctive relief to restrain any breach or threatened breach by the Buyer of any of its obligations hereunder or otherwise to obtain specific performance without the necessity of posting bond or security in connection therewith.

ARTICLE VIII
AMENDMENT AND TERMINATION

Section 8.01 Amendment.

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of each of the Company Meeting, but not later than the Effective Time, and in the case of the Plan of Arrangement subject to the provisions of Section 6.01 thereof, be amended by mutual written agreement of the Parties hereto without, subject to applicable Laws, further notice to or authorization on the part of the Company Shareholders and any such amendment may, without limitation:

(a) change the time for the performance of any of the obligations or acts of either of the Parties;

(b) waive any inaccuracies in or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the Parties; and

(d) waive compliance with or modify any condition herein contained; *provided*, however, that notwithstanding the foregoing, following the Company Meeting, the

Consideration shall not be amended without the approval of the Company Shareholders.

Section 8.02 Termination.

This Agreement may be terminated at any time prior to the Effective Date:

(a) by the mutual written consent of the Company and the Buyer, duly authorized by the board of directors of each;

(b) by the Buyer if:

(i) prior to the approval by the Company Shareholders of the Arrangement Resolution: (A) the Company Board shall make a Change in Recommendation; or (B) the Company enters into an agreement (other than a confidentiality agreement that complies with Section 7.01(e)(ii)) with respect to any Company Acquisition Proposal; or

(ii) the Company breaches its obligations under Section 7.01 or Section 7.02 in any material respect;

(c) by the Company if:

(i) the Buyer enters into an agreement (other than a confidentiality agreement that complies with Section 7.03(e)(ii)) in respect of any Buyer Acquisition Proposal; or

(ii) the Buyer breaches its obligations under Section 7.03 or Section 7.04 in any material respect;

(d) by either the Buyer or the Company if the Company Meeting shall have been held and completed and the Arrangement Resolution shall not have been approved by the Company Shareholders in accordance with the Interim Order, provided that either Party shall not be entitled to terminate this Agreement pursuant to this Section 8.02(d) if the failure to obtain the approval of the Company Shareholders to the Arrangement Resolution has been caused by, or is the result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

(e) by either the Buyer or the Company if the Effective Date shall not have occurred by the Outside Date, provided however:

(i) if the failure of the Effective Date to occur by such date has been caused by, or is the result of, a breach by the Company of any of its representations or warranties or the failure of the Company to perform any of its covenants or agreements under this Agreement, then the Company shall not be entitled to terminate this Agreement pursuant to this Section 8.02(e); or

(ii) if the failure of the Effective Date to occur by such date has been caused by, or is the result of, a breach by the Buyer of any of its representations or warranties or the failure of the Buyer to perform any of its covenants or agreements under this Agreement, then the Buyer shall not be entitled to terminate this Agreement pursuant to this Section 8.02(e);

(f) by either Party if after the date of this Agreement, any applicable Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Buyer from consummating the Arrangement, and such applicable Law has, if applicable, become final and non-appealable, provided that the Party seeking to terminate this Agreement pursuant to this Section 8.02(f) has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement;

(g) by the Company if the Company proposes to enter into any agreement, arrangement or understanding in respect of a Company Superior Proposal in compliance with Section 7.01 and Section 7.02, provided that the Company pays the Company Termination Payment to the Buyer in accordance with Section 7.05;

(h) by the Buyer if the Buyer proposes to enter into any agreement, arrangement or understanding in respect of a Buyer Superior Proposal in compliance with Section 7.03 and Section 7.04, provided that the Buyer pays the Buyer Termination Payment to the Company in accordance with Section 7.06;

(i) by the Buyer, if the Company breaches any representation or warranty of the Company set forth in this Agreement which breach would cause the condition in Section 6.02(a) not to be satisfied or the Company fails to comply with any of its covenants set forth in this Agreement (other than the covenants in Section 7.01 and Section 7.02) that would cause the condition in Section 6.02(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 6.04; provided that any wilful breach shall be deemed incapable of being cured and the Buyer is not then in breach of this Agreement so as to cause any condition in Section 6.03(a) or Section 6.03(b) not to be satisfied;

(j) by the Company, if the Buyer breaches any representation or warranty of the Buyer set forth in this Agreement which breach would cause the condition in Section 6.03(a) not to be satisfied or the Buyer fails to comply with any of its covenants set forth in this Agreement (other than the covenants in with Section 7.03 and Section 7.04) that would cause the condition in Section 6.03(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 6.04; provided that any wilful breach shall be deemed incapable of being cured and the Company is not then in breach of this Agreement so as to cause any condition in Section 6.02(a) or Section 6.02(b) not to be satisfied;

(k) by the Buyer, if since the date of this Agreement, any event occurs that results in a Company Material Adverse Effect that is not capable of being satisfied by the Outside Date;

(l) by the Company, if since the date of this Agreement, any event occurs that results in a Buyer Material Adverse Effect that is not capable of being satisfied by the Outside Date; or

(m) by the Buyer, if Health Canada issues any notice, objection, deficiency request, refusal, or other communication, or takes any action, indicating that:

(i) the transactions contemplated by the Arrangement would violate, impair, suspend, revoke, not renew, or otherwise adversely affect the validity, transferability, continued operation, or scope of the Controlled Substances Dealer's License, or

(ii) such transactions would require the material amendment, reissuance, surrender, replacement, or material modification of the Controlled Substances Dealer's License, or the imposition of additional material terms or conditions in respect thereof,

and such communication or action would reasonably be expected to result in a Company Material Adverse Effect incapable of being cured within 90 days,

provided that any termination by a Party hereto in accordance with Section 8.02(b) to Section 8.02(l) above shall be made by such Party delivering written notice thereof to the other Party hereto prior to the Effective Date and specifying therein in reasonable detail the matter or matters giving rise to such termination right.

Section 8.03 Effect of Termination.

In the event of termination of this Agreement as provided in Section 8.02, this Agreement shall forthwith become void and have no further effect, and there shall be no liability or further obligation on the part of the Company or the Buyer hereunder, except that:

(a) the provisions of this Section 8.03, Section 2.05(f), Section 2.05(g), Section 7.05, Section 7.06, Section 10.01 through to and including Section 10.13 shall remain in full force and effect and shall survive any such termination ; and

(b) neither the Company nor the Buyer shall be released or relieved from any liability arising from their breach of any of their representations, warranties, covenants, or agreements hereunder prior to the date of termination, save and except as provided herein.

ARTICLE IX
INDEMNIFICATION

Section 9.01 Indemnification by the Escrowed Shareholders.

(a) The Escrowed Shareholders shall severally indemnify and save the Buyer harmless for and from:

(i) any loss, damages or deficiencies suffered by the Buyer as a result of any material breach of representation, warranty or covenant contained in Section 5.05 or Section 5.06 on the part of the Company contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement, and for and from all claims, demands, costs and expenses ("**Claims**"), including reasonable legal fees, in respect of the foregoing, subject to Section 9.01(b); and

(ii) any and all claims, demands, actions, applications, suits, causes of action, charges, indictments, prosecutions, other similar processes for or relating to Taxes of the Company arising in or in respect of any period ending on, before or including the Effective Date, including any Taxes relating to any period prior to the Effective Date for which a reassessment is issued by a Governmental Authority within 12 months from the Effective Date.

(b) Pre-Closing Obligations Threshold.

(i) Notwithstanding Section 9.01(a) or any other provision of this Agreement, the Escrowed Shareholders shall indemnify and save the Buyer harmless for and from any and all payments, liabilities or obligations of the Company or any Company Subsidiary that (A) are paid or become payable following the Effective Date, and (B) relate to, arise from, or are attributable to, the period prior to the Effective Date, including any Effective Date Liabilities and Legacy Liabilities, and (C) with respect to which the Buyer, Company or any Company Subsidiary has received an unsolicited written demand for payment from a third party creditor following the Effective Date (collectively, "**Pre-Closing Obligations**"), but only to the extent that the aggregate amount of all such Pre-Closing Obligations actually paid by the Company or any Company Subsidiary following the Effective Date exceeds the Pre-Closing Obligations Threshold (as defined below).

(ii) For the purposes of this Section 9.01(b), the "**Pre-Closing Obligations Threshold**" shall be $175,000, and the obligation of the Escrowed Shareholders to indemnify under this Section 9.01(b) shall apply to the full amount of Pre-Closing Obligations paid by the Company or any Company Subsidiary following the Effective Date in excess of the Pre-Closing Obligations Threshold, subject to Section 9.01(b)(iv).

(iii) For the avoidance of doubt, the Pre-Closing Obligations Threshold of $175,000 shall be determined by reference to the aggregate amount of Pre-Closing Obligations actually paid post-Effective Date, regardless of whether such amounts were disclosed in the Company Disclosure Letter,

and regardless of the specific dollar amounts attributed to Effective Date Liabilities or Legacy Liabilities in Section 5.05 or Section 5.06 of this Agreement or in the Company Disclosure Letter. For greater certainty, the qualification of representations and warranties by the Company Disclosure Letter, or any disclosure of specific amounts therein, shall not limit the operation of this Section 9.01(b).

(iv) **SR&ED Offset**. The Company expects to receive a Scientific Research and Experimental Development ("**SR&ED**") tax credit payment of up to $450,000 (the "**Expected SR&ED Payment**"). The Pre-Closing Obligations Threshold shall be applied as follows:

(A) Upon the Company's receipt of any SR&ED Payment (the "**Actual SR&ED Amount**"), the Actual SR&ED Amount shall be applied to offset Pre-Closing Obligations paid by the Company or any Company Subsidiary following the Effective Date, starting from the first dollar of such Pre-Closing Obligations;

(B) For greater certainty, the first $175,000 of the Actual SR&ED Amount received is intended to cover the Pre-Closing Obligations Threshold. Accordingly, the Pre-Closing Obligations Threshold is not in addition to the Actual SR&ED Amount, but is subsumed within it to the extent the Actual SR&ED Amount equals or exceeds $175,000;

(C) If the Actual SR&ED Amount is less than $175,000, the Pre-Closing Obligations Threshold shall not be reduced to equal the Actual SR&ED Amount, and the Escrowed Shareholders shall only be responsible for any Pre-Closing Obligations in excess of the Pre-Closing Obligations Threshold;

(D) If the aggregate Pre-Closing Obligations paid by the Company following the Effective Date exceed the Actual SR&ED Amount, the Escrowed Shareholders shall indemnify the Buyer for the excess, provided that no indemnification shall be required until the aggregate Pre-Closing Obligations exceed the greater of (x) the Pre-Closing Obligations Threshold; and (y) the Actual SR&ED Amount; and

(E) By way of example only: if the Actual SR&ED Amount is $300,000 and the aggregate Pre-Closing Obligations are $350,000, the Escrowed Shareholders shall indemnify the Buyer for $50,000. If the Actual SR&ED Amount is $300,000 and the aggregate Pre-Closing Obligations are $250,000, no indemnification shall be payable. If the Actual SR&ED Amount is $100,000 and the aggregate Pre-Closing Obligations are $200,000, the Escrowed Shareholders shall indemnify the Buyer for $25,000.

Notwithstanding the foregoing several obligation, the Buyer's sole and exclusive source of recovery, and the maximum amount payable by any Escrowed Shareholder in respect of any Claim, shall be limited to such Escrowed Shareholder's pro rata portion of the Escrowed Shares, and no Escrowed Shareholder shall be required to contribute any additional amount from its own funds.

Section 9.02 Claim Amounts

(a) Except in the case of fraud, an Escrowed Shareholder shall not be liable to the Buyer pursuant to Section 9.01(a), unless and until the aggregate amounts of all Claims for which the Escrowed Shareholders would otherwise be liable, collectively, is greater than $27,500 (the "**Basket**").

(b) Except in the case of fraud, an Indemnifying Party shall not be liable to the applicable Indemnified Party for any Claims arising from a single breach or other cause except to the extent that the Claims exceed $5,000 individually (a "**Minimum Claim Amount**"), and Claims arising from a single breach or other cause that do not exceed the Minimum Claim Amount will not be aggregated for purposes of calculating the Basket in Section 9.02(a), provided, however, that any Claims arising out of multiple breaches of a single representation and warranty which breaches are of the same, or substantially the same, character shall be aggregated and, if and when such Claims exceed the Minimum Claim Amount in the aggregate, any further Claims arising out of a breach of such representation and warranty which are of the same, or substantially the same, character as such earlier Claims, shall not be subject to the limitation in this Section 9.02(b).

(c) For greater certainty, the Minimum Claim Amount in Section 9.02(b) shall apply only to Claims under Section 9.01(a) (general indemnification for breach of representations, warranties and covenants) and shall not apply to Pre-Closing Obligations Claims under Section 9.01(b). With respect to Section 9.01(b), the entire aggregate amount of Pre-Closing Obligations paid by the Company or any Company Subsidiary following the Effective Date in excess of the Pre-Closing Obligations Threshold (as adjusted for the Actual SR&ED Amount) shall be recoverable from the Escrowed Shares, regardless of the individual invoice or payment amounts comprising such Pre-Closing Obligations.

Section 9.03 Notice of a Claim.

(a) A party entitled to and seeking indemnification pursuant to the terms of this Agreement (such party, the "**Buyer Indemnified Party**") shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Buyer Indemnified Party (each such party or parties, as applicable, the "**Buyer Indemnifying Party**") of any claim for indemnification pursuant to Section 9.01 (a "**Claim**", which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Buyer Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the

extent that the information is available) (i) the factual basis for the Claim, and (ii) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

Section 9.04 Procedure for Indemnification.

(a) **Direct Claims.** With respect to Direct Claims, following receipt of notice from the Buyer Indemnified Party of a Claim, the Buyer Indemnifying Party shall have 60 days to make such investigation of the Claim as the Buyer Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Buyer Indemnified Party shall make available to the Buyer Indemnifying Party the information relied upon by the Buyer Indemnified Party to substantiate the Claim. If the Buyer Indemnified Party and the Buyer Indemnifying Party agree at or prior to the expiration of such 60 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Buyer Indemnifying Party shall immediately pay to the Buyer Indemnified Party the full agreed upon amount of the Claim.

(b) **Third Party Claims.** With respect to any Third Party Claim, the Buyer Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Buyer Indemnifying Party shall reimburse the Buyer Indemnified Party for all the Buyer Indemnified Party's commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Buyer Indemnifying Party elects to assume such control, the Buyer Indemnified Party shall cooperate with the Buyer Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Buyer Indemnifying Party and the Buyer Indemnified Party shall be retained by the Buyer Indemnifying Party. If the Buyer Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Buyer Indemnified Party shall be entitled to assume such control and the Buyer Indemnifying Party shall be bound by the results obtained by the Buyer Indemnified Party with respect to such Third Party Claim.

Section 9.05 General Indemnification Rules.

The obligations of the Buyer Indemnifying Party to indemnify the Buyer Indemnified Party in respect of Claims shall be subject to the terms and conditions of the Escrow Agreements and will also be subject to the following:

(a) without limiting the generality of Section 9.01, any Claim for breach of any representation, warranty or covenant shall be subject to Section 3.02;

(b) Notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Escrowed Shareholders for all Claims under this ARTICLE IX shall not exceed such Escrowed Shareholder's pro rata portion of the Escrow Amount.

(c) The Buyer's sole and exclusive source of recovery for any Claim under this ARTICLE IX shall be the Escrowed Shares (and any distributions thereon) released, withheld or sold, as applicable, in accordance with the Escrow Agreements, and no Escrowed Shareholder shall have any personal liability to the Buyer for any amount in excess of such Escrowed Shareholder's portion of the Escrowed Shares.

(d) if any Third Party Claim is of a nature such that the Buyer Indemnified Party is required by applicable Laws to make a payment to any Person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Buyer Indemnified Party may make such payment and thereafter seek reimbursement from the Buyer Indemnifying Party for any such payment. If any Buyer Indemnifying Party pays, or reimburses a Buyer Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Buyer Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Buyer Indemnifying Party, the Buyer Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Buyer Indemnifying Party;

(e) except in the circumstance contemplated by Section 9.04, and whether or not the Buyer Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Buyer Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Buyer Indemnifying Party (which consent shall not be unreasonably withheld);

(f) the Buyer Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Buyer Indemnifying Party notice and an opportunity to contest such Third Party Claim; and

(g) the Buyer Indemnified Party and Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

ARTICLE X
GENERAL PROVISIONS

Section 10.01 Expenses.

Except as otherwise expressly provided in this Agreement, the Parties agree that all out-of-pocket expenses of the Parties relating to this Agreement or the transactions contemplated under this

Agreement, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, stock exchange fees, all disbursements of advisors and printing and mailing costs, shall be paid by the Party incurring such expenses, whether or not the Arrangement is consummated.

Section 10.02 Notices.

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by email, or as of the following Business Day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by either Party by notice to the other given in accordance with these provisions):

in the case of a notice to the Buyer, addressed to it at:

Red Light Holland Corp.
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Attention: Todd Shapiro, Chief Executive Officer
Email: [redacted] **[Redacted: confidential information.]**

with a copy (not constituting notice) to:

Garfinkle Biderman LLP
1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Attention: Adam Fishman
Email: afishman@garfinkle.com

and in the case of a notice to the Purchaser, addressed to it at:

Filament Health Corp.
210-4475 Wayburne Dr.
Burnaby, British Columbia V5G 4X4

Attention: Benjamin Lightburn, Chief Executive Officer
Email: [redacted] **[Redacted: confidential information.]**

with a copy (not constituting notice) to:

Fasken Martineau DuMoulin LLP
550 Burrard Street, Suite 2900, Bentall Centre
Vancouver, British Columbia V6C 0A3

Attention: Jonathan Conlin

Email: jconlin@fasken.com

Section 10.03 Time of the Essence.

Time is of the essence in this Agreement.

Section 10.04 Further Assurances.

Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

Section 10.05 Third-Party Beneficiaries.

Except as provided in Section 5.08 which, without limiting its terms, is intended for the benefit of the present and former directors and officers of the Company and its Subsidiaries, as and to the extent applicable in accordance with its terms (collectively, the "**Third-Party Beneficiaries**"), the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. The Parties acknowledge to each of the Third-Party Beneficiaries their direct rights against the applicable Party under Section 5.08 which are intended for the irrevocable benefit of, and shall be enforceable by, each Third-Party Beneficiary, his or her heirs, executors, administrators and legal representatives, and for such purpose, the Company shall hold the rights and benefits of Section 5.08 in trust for and on behalf of the Third-Party Beneficiaries and the Company hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Third-Party Beneficiaries.

Section 10.06 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 10.07 Entire Agreement.

This Agreement, together with the Buyer Disclosure Letter and Company Disclosure Letter, constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings and negotiations, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement.

Section 10.08 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the Company, the Buyer and their successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.09 Severability.

If any term or provision of this Agreement is determined to be illegal, invalid or incapable of being enforced by any court of competent jurisdiction, that term or provision will be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 10.10 Governing Law; Submission to Jurisdiction; Choice of Language.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(b) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement or the Arrangement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

(c) The Parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

Section 10.11 Rules of Construction.

The Parties to this Agreement waive the application of any applicable Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

Section 10.12 No Liability.

No director or officer of the Buyer shall have any personal liability whatsoever to the Company under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Buyer. No director or officer of the Company shall have any personal liability whatsoever to the Buyer under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Company.

Section 10.13 Counterparts.

This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Arrangement Agreement as of the date first written above.

RED LIGHT HOLLAND CORP.

By: */s/ Todd Shapiro*
Name: Todd Shapiro
Title: Chief Executive Officer

FILAMENT HEALTH CORP.

By: */s/ Benjamin Lightburn*
Name: Benjamin Lightburn
Title: Chief Executive Officer

Schedule A
Plan of Arrangement

(See attached)

PLAN OF ARRANGEMENT

UNDER DIVISION 5 OF PART 9 OF THE
***BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Agreement Date**" means March 10, 2026.

(b) "**Arrangement Agreement**" means the arrangement agreement dated March 10, 2026, between Red Light and Filament, including (unless the context otherwise requires) the schedules thereto, together with the Filament Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

(c) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the BCBCA with respect to, among others, Filament, Filament Shareholders and Red Light on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.01 of the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Interim Order or Final Order with the consent of Red Light and Filament, each acting reasonably.

(d) "**BCBCA**" means the *Business Corporations Act* (British Columbia).

(e) "**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in the city of Vancouver, British Columbia or Toronto, Ontario.

(f) "**Canadian Bridge Loan Agreement**" means the Debt Settlement Agreement in respect of the Canadian Bridge Loan.

(g) "**Canadian Bridge Loan Holder**" means the registered holder of the Canadian Bridge Loan.

(h) "**Canadian Bridge Loan**" means the Existing Bridge Loan held by a Canadian holder as set forth in Section 1.01(d) of the Filament Disclosure Letter.

(i) "**Company Debentures**" means the outstanding debentures of Filament as described in the Arrangement Agreement and Filament Disclosure Letter.

(j) "**Consideration Share Price**" means the deemed price per Consideration Share equal to the greater of: (A) $0.02; (B) the Ten-Day VWAP of the Red Light Shares ending five Business Days immediately prior to the Effective Date; and (C) the Ten-Day VWAP of the Red Light Shares commencing the first full Business Day following the public announcement of the Arrangement Agreement, subject to applicable law and stock exchange policies, all as set out in the Arrangement Agreement.

(k) "**Consideration Shares**" means all Red Light Shares issued or issuable as consideration under the Arrangement, including, for greater certainty: (i) the Red Light Shares issued as Share Consideration to Filament Shareholders (including former Filament RSU Holders); (ii) the Red Light Shares issued as Preferred Share Consideration to the Canadian Bridge Loan Holder; (iii) the Conversion Shares; and (iv) to the extent applicable, any Red Light Shares issued upon the settlement of any restricted share units granted in connection with the Arrangement (including Transaction Bonus RSUs contemplated by the Arrangement Agreement).

(l) "**Conversion Shares**" means the Red Light Shares to be issued at the Effective Time to settle the Existing Company Loans, the Company Debentures and the Existing Bridge Loans (other than the Canadian Bridge Loan), as provided in the Arrangement Agreement and this Plan of Arrangement.

(m) "**Court**" means the Supreme Court of British Columbia.

(n) "**Debt Settlement Agreements**" means, collectively, each of the debt settlement agreements among Filament, Red Light and the applicable Existing Bridge Loan Holder, Existing Company Creditor or Existing Company Debentureholder.

(o) "**Depositary**" means such trust company, bank or other financial institution as Filament may appoint to act as depositary in relation to the Arrangement, with the approval of Red Light, acting reasonably.

(p) "**Dissent Rights**" has the meaning ascribed thereto in Section 5.1.

(q) "**Dissent Share**" means a Filament Share in respect of which a Dissenting Shareholder has duly and validly exercised Dissent Rights in strict compliance with Article 5 of this Plan of Arrangement.

(r) "**Dissenting Shareholder**" means a registered Filament Shareholder as of the record date of the Filament Meeting that duly and validly exercises Dissent Rights in respect of all Filament Shares held and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.

(s) "**DRS Advice**" means a direct registration statement (DRS) advice.

(t) "**Effective Date**" means the date on which the Registrar issues the filing confirmation / certificate giving effect to the Articles of Arrangement filed under the BCBCA, giving effect to the Arrangement.

(u) "**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time as Red Light and Filament may agree upon in writing.

(v) "**Exchange Ratio**" means the number of Red Light Shares issuable per Filament Share, determined as set out in Section 2.10 of the Arrangement Agreement, rounded to four (4) decimal places.

(w) "**Existing Bridge Loan Holders**" means certain creditors of the Company, as set forth in Section 1.01(d) of the Filament Disclosure Letter, who have agreed to settle the Existing Bridge Loans into Conversion Shares pursuant to the terms of this Arrangement.

(x) "**Existing Bridge Loans**" means the Existing Bridge Loans held by the Existing Bridge Loan Holders (including the Canadian Bridge Loan), as set forth in Section 1.01(d) of the Filament Disclosure Letter and as contemplated by the Arrangement Agreement.

(y) "**Existing Company Creditors**" has the meaning given in the Arrangement Agreement.

(z) "**Existing Company Debentureholders**" means holders of Company Debentures who settle into Conversion Shares.

(aa) "**Existing Company Debt Settlement Amount**" has the meaning given in the Arrangement Agreement.

(bb) "**Existing Company Loans**" has the meaning given in the Arrangement Agreement.

(cc) "**Filament Circular**" means the notice of the Filament Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto, to be sent to Filament Shareholders in connection with the Filament Meeting, as amended, supplemented or otherwise modified from time to time.

(dd) "**Filament Disclosure Letter**" means the disclosure letter dated March 10, 2026, executed by Filament and delivered to Red Light concurrently with the execution of the Arrangement Agreement.

(ee) "**Filament Equity Incentive Plan**" means the equity incentive plan of Filament dated May 28, 2021.

(ff) "**Filament Meeting**" means the special meeting of Filament Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Filament Resolution.

(gg) "**Filament Option**" means a right and option to purchase one or more Filament Shares granted pursuant to the Filament Equity Incentive Plan or otherwise enforceable against Filament.

(hh) "**Filament Optionholders**" means, collectively, the holders of one or more Filament Options.

(ii) "**Filament Preferred Share**" has the meaning set forth in Section 3.1(e).

(jj) "**Filament Preferred Shareholder**" means a holder of one or more Filament Preferred Shares.

(kk) "**Filament Resolution**" means the special resolution of Filament Shareholders approving the Arrangement, which is to be considered at the Filament Meeting, substantially in the form of Schedule B to the Arrangement Agreement.

(ll) "**Filament RSU Holder**" means a holder of one or more Filament RSUs.

(mm) "**Filament RSU**" means a restricted share unit issued pursuant to the Filament Equity Incentive Plan.

(nn) "**Filament Securities**" means the Filament Shares, Filament Options or Filament RSUs.

(oo) "**Filament Securityholder**" means a holder one or more of Filament Securities.

(pp) "**Filament Share**" means a common share in the authorized capital of Filament.

(qq) "**Filament Shareholder**" means a holder of one or more Filament Shares.

(rr) "**Filament Warrant Certificates**" means the warrant certificates representing the Filament Warrants between Filament and each applicable holder thereof.

(ss) "**Filament Warrants**" means the 72,890,419 share purchase warrants conferring upon the holders thereof the right to purchase one (1) Filament Share for each Filament Warrant held issued pursuant to the Filament Warrant Certificates, at exercise prices and with expiry dates as set forth in the Filament Disclosure Letter.

(tt) "**Filament**" means Filament Health Corp.

(uu) "**Final Order**" means the final order of the Court in a form acceptable to both Red Light and Filament, each acting reasonably, pursuant to subsection 291(4) of the BCBCA, after being informed of the intention of the Parties to rely upon the Section 3(a)(10) exemption from the registration requirements of the U.S Securities Act with respect to the Red Light Shares issued pursuant to the Arrangement, approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of both Red Light and Filament, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal (provided that any such amendment is acceptable to both Red Light and Filament, each acting reasonably).

(vv) "**Floor Price**" means $0.02.

(ww) "**Interim Order**" means the interim order of the Court contemplated by Section 2.2 of the Arrangement Agreement and made pursuant to subsection 291(2) of the BCBCA, after being informed of the intention of the Parties to rely upon the Section 3(a)(10) exemption from the registration requirements of the U.S. Securities Act with respect to the Red Light Shares issued pursuant to the Arrangement, in form and substance acceptable to both Red Light and Filament, each acting reasonably, providing for, among other things, the calling and holding of the Filament Meeting, as the same may be amended, modified, supplemented or varied by the Court (with the consent of both Red Light and Filament, each acting reasonably).

(xx) "**Letter of Transmittal**" means the Letter of Transmittal enclosed with the Filament Circular sent in connection with the Filament Meeting pursuant to which, among other things, registered Filament Shareholders are required to deliver certificates representing Filament Shares.

(yy) "**Liens**" means any hypothec, mortgage, pledge, assignment, lien, charge, security interest, adverse right or claim, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing.

(zz) "**Parties**" means Red Light and Filament, and "Party" means any one of them.

(aaa) "**Plan of Arrangement**" means this Plan of Arrangement as amended or supplemented from time to time in accordance with the terms hereof.

(bbb) "**Preferred Share Consideration**" means, for each Filament Preferred Share, a number of Red Light Shares equal to the Preferred Share Exchange Ratio.

(ccc) "**Preferred Share Exchange Ratio**" means the exchange ratio for the Filament Preferred Share, determined as set out in Section 2.10 of the Arrangement Agreement, being the quotient of (A) the redemption value / amount owing in respect of the Canadian Bridge Loan (including principal and any accrued and unpaid interest, if applicable) as of the Effective Time as set out in the Canadian Bridge Loan Agreement divided by (B) the Consideration Share Price, rounded to four (4) decimal places.

(ddd) "**Red Light Equity Incentive Plan**" means equity incentive plan of Red Light most recently approved by the shareholders of Red Light on October 31, 2024.

(eee) "**Red Light Option**" means a right and option to purchase one or more Red Light Shares granted pursuant to the Red Light Equity Incentive Plan or otherwise enforceable against Red Light.

(fff) "**Red Light Shares**" means the common share in the authorized capital of Red Light.

(ggg) "**Red Light**" means Red Light Holland Corp.

(hhh) "**Resale Restrictions**" means the staged resale restrictions applicable to Consideration Shares and Conversion Shares as set out in the Arrangement Agreement.

(iii) "**RSU Consideration**" has the meaning ascribed thereto in Section 3.1(c).

(jjj) "**Share Consideration**" means for each Filament Share, a number of Red Light Shares equal to the Exchange Ratio.

(kkk) "**U.S. Securities Act**" means the United States Securities Act of 1933 as the same has been and hereinafter from time to time may be amended and the rules and regulations promulgated thereunder.

Any capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Arrangement Agreement. In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, paragraphs and subparagraphs and the insertion of headings in this Plan of Arrangement are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

1.3 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Statutory References

Any reference in this Plan of Arrangement to a statute includes all rules and regulations made thereunder, all amendments to such statute, rule or regulation in force from time to time and any statute, rule or regulation that supplements or supersedes such statute, rule or regulation.

1.6 Currency

Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.7 Governing Law

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.8 Time

Time shall be of the essence in every matter or action contemplated hereunder.

ARTICLE 2
ARRANGEMENT AGREEMENT AND EFFECT OF ARRANGEMENT

2.1 Arrangement Agreement

The Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of the Arrangement Agreement shall govern, except to the extent the Court directs otherwise in the Interim Order or Final Order with the written consent of Red Light and Filament, each acting reasonably.

2.2 Effect of the Arrangement

This Plan of Arrangement and the Arrangement shall be binding upon Filament, Red Light, the Filament Securityholders (including Dissenting Shareholders), the Depositary, the registrar and transfer agent of Filament as and from the Effective Time, without any further act or formality required on the part of any person except as expressly provided herein.

2.3 Binding Effect

The Arrangement will become effective at, and be binding at and after, the Effective Time on (a) Filament; (b) Red Light; (c) all Filament Securityholders (including Dissenting Shareholders); (d) the Depositary; and (e) all other Persons bound by the Plan of Arrangement and the Final Order.

2.4 Filament Warrants

Each Filament Warrant outstanding immediately prior to the Effective Time shall thereafter be exercisable for such number of Red Light Shares as the holder would have been entitled to receive pursuant to the Arrangement if the holder had exercised such Filament Warrant immediately prior to the Effective Time, with appropriate adjustments to the exercise price to reflect the Exchange Ratio, all as contemplated by Section 2.10 of the Arrangement Agreement.

ARTICLE 3

ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order without any further act or formality:

(a) each Debt Settlement Agreement becomes effective in accordance with its terms.

(b) at the Effective Time, each Existing Company Loan, each Company Debenture and each Existing Bridge Loan (other than the Canadian Bridge Loan) shall, without any further action by any Existing Company Creditor, Existing Company Debentureholder, Existing Bridge Loan Holder, Filament or Red Light, automatically settle for a fixed number of Red Light Shares (the "**Conversion Shares**"), determined as follows:

(i) Existing Company Loans: the number of Conversion Shares issuable in respect of each Existing Company Loan shall be determined by dividing the applicable Existing Company Debt Settlement Amount in respect of such Existing Company Loan (as of the Effective Time) by the Consideration Share Price;

(ii) Company Debentures: the number of Conversion Shares issuable in respect of each Company Debenture shall be determined by dividing the principal amount plus accrued and unpaid interest on such Company Debenture (as of the Effective Time) by the Consideration Share Price; and

(iii) Existing Bridge Loans (other than the Canadian Bridge Loan): the number of Conversion Shares issuable in respect of each Existing Bridge Loan shall be determined by dividing the redemption value (including principal and accrued and unpaid interest, as applicable, as of the Effective Time) of such Existing Bridge Loan by the Consideration Share Price.

For clarity, the Conversion Shares issued pursuant to this Section 3.1(b) shall be included in calculating the aggregate number of Red Light Shares issued by Red Light at the Effective Time for purposes of determining the Exchange Ratio.

(iv) all Existing Company Loans, Company Debentures and Existing Bridge Loans (other than the Canadian Bridge Loan) shall be deemed cancelled and fully paid upon issuance of the applicable Conversion Shares, and no further action or documentation shall be required to evidence such cancellation, save and except for the discharge of any security interests that have been registered.

(c) each Filament RSU outstanding immediately prior to the Effective Time, shall immediately and unconditionally vest, in accordance with the terms of the Filament Equity Incentive Plan, and shall, without any further action by or on behalf of the Filament RSU Holder thereof, be deemed to be assigned and transferred by such Filament RSU Holder to Filament (free and clear of all Liens) in exchange for the number of Filament Shares equal to the number of Filament Shares a holder is entitled to under each Filament RSU (the "**RSU Consideration**") (net of any withholding of Filament Shares made under Section 4.4) the Filament Shares comprising the RSU Consideration will be issued to such Filament RSU Holder as fully paid and non-assessable shares in the capital of Filament, and thereafter:

(i) each Filament RSU Holder shall cease to be a holder of any Filament RSUs and to have any rights as a Filament RSU Holder and such Filament RSUs shall be immediately cancelled,

(ii) all agreements relating to the Filament RSUs shall be terminated and shall be of no further force and effect,

(iii) each such Filament RSU Holder's name shall be removed from the register of Filament RSUs maintained by or on behalf of Filament, and

(iv) each such former holder of such Filament RSUs shall be deemed to be the holder of the Filament Shares comprising the RSU Consideration, net of any withholding pursuant to Section 4.4 (notwithstanding that no certificates or direct registration system advices shall be issued with respect to such Filament Shares) and the name of such former holder of such Filament RSUs shall be entered into the register of Filament Shares maintained by or on behalf of Filament;

(d) each Dissent Share in respect of which Dissent Rights have been validly exercised by Dissenting Shareholders shall be deemed to have been transferred to Red Light (free and clear of all Liens) without any further act or formality on its part, in exchange for a debt claim against Red Light to be paid the aggregate fair value in respect of the Dissent Shares as determined pursuant to Section 5.1, and in respect of the Dissent Shares so transferred:

(i) the Dissenting Shareholders shall cease to be holders of the Dissent Shares and to have any rights as holders of such Dissent Shares other than the right to be paid the fair value for such Dissent Shares pursuant to Section 5.1,

(ii) the names of the Dissenting Shareholders shall be removed from the register maintained by or on behalf of Filament in respect of the Filament Shares,

(iii) the Dissenting Shareholders shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to effect the transfer thereof, and

(iv) Red Light shall be and shall be deemed to be the holder of all of the outstanding Dissent Shares (free and clear of all Liens), and Red Light shall be added to the register of Filament Shares maintained by or on behalf of Filament in respect of the Filament Shares as the holder of such Dissent Shares; and

(e) the authorized share capital of Filament will be changed by creating a class consisting of an unlimited number of preferred shares without par value having the rights and restrictions described in Appendix "A" to the Plan of Arrangement (the "**Filament Preferred Shares**");

(f) in accordance with the terms of the Canadian Bridge Loan Agreement, the Canadian Bridge Loan will automatically convert into one (1) Filament Preferred Share in accordance with its terms, and the principal amount of the Canadian Bridge Loan will be added to the capital of the class of Filament Preferred Shares;

(g) the Canadian Bridge Loan Holder will exchange the one (1) Filament Preferred Share acquired pursuant to the Canadian Bridge Loan Agreement for a number of Red Light Shares equal to the Preferred Share Exchange Ratio (i.e., the Preferred Share Consideration), in accordance with the terms of the Canadian Bridge Loan Agreement and the Arrangement Agreement;

(h) each Filament Shareholder shall transfer to Red Light (free and clear of all Liens) each whole Filament Share held (other than any Filament Shares held by Red Light immediately before the Effective Time or acquired by Red Light from a Dissenting Shareholder under Section 3.1(d)), including the Filament Shares issued pursuant to Section 3.1(c) in exchange for the Share Consideration for each Filament Share held, and for greater certainty the Share Consideration is determined after giving effect to the issuance of Conversion Shares pursuant to Section 3.1(b), all as contemplated by the Arrangement Agreement, and

(i) such Filament Shareholders shall cease to be the holders of the Filament Shares and to have any rights as holders of such Filament Shares,

(ii) the names of such Filament Shareholders shall be removed from the register maintained by or on behalf of Filament in respect of the Filament Shares,

(iii) such Filament Shareholders shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to effect the transfer thereof, and

(iv) Red Light shall be and shall be deemed to be the holder of all of the outstanding Filament Shares and Red Light shall be added to the register of Filament Shares maintained by or on behalf of Filament in respect of the Filament Shares,

it being expressly provided that the events provided for in this Section 3.1 will be deemed to occur on the Effective Date, notwithstanding that certain procedures related thereto may not be completed until after the Effective Date;

(i) each Filament Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be adjusted to be exercisable into Red Light Shares in accordance with the terms of the Filament Equity Incentive Plan, in accordance with the Exchange Ratio such that following the Effective Date each Filament Option will be exchanged for Red Light Options that shall entitle the holder thereof to acquire such number of Red Light Shares as determined by multiplying (w) the Filament Shares the holder would have been entitled to receive, by (x) the Exchange Ratio, for an exercise price as determined by dividing (y) the existing exercise price, by (z) the Exchange Ratio, and thereafter each holder of a Filament Option shall cease to be a holder of Filament Options and shall thereafter hold, in substitution therefor, the adjusted right or option to acquire Red Light Shares on the basis described herein, and Red Light shall assume and perform the applicable covenants and obligations related thereto as contemplated by the Arrangement Agreement, such that such adjusted options or rights shall be valid and binding obligations of Red Light enforceable by the holders thereof in accordance with their terms; and

(j) the Articles of Filament will be amended, as applicable, to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement.

3.2 Deemed Fully Paid and Non-Assessable Shares

All Filament Shares and Red Light Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares.

3.3 No Fractional Consideration

No fractional Red Light Shares shall be issued Filament Shareholders pursuant to this Plan of Arrangement. The total number of Red Light Shares to be issued to any Filament Shareholder shall, without additional compensation, be rounded down to the nearest whole Red Light Share, in the event that a Filament Shareholder is entitled to a fractional share.

3.4 Calculations

All calculations and determinations made by Red Light, Filament or the Depositary, as applicable, for the purposes of this Plan of Arrangement shall be conclusive, final, and binding.

3.5 Adjustments to Consideration

The Share Consideration payable to a Filament Shareholder pursuant to Section 3.1(h) will be adjusted to reflect fully the effect of any stock split, reverse split, dividend (including any dividend or distribution of securities convertible into Filament Shares), consolidation, reorganization, recapitalization or other like change with respect to Filament Shares effected in accordance with

the terms of the Arrangement Agreement occurring after the Agreement Date and prior to the Effective Time.

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) Red Light shall, following receipt of the Final Order and the satisfaction or (where not prohibited) waiver of the conditions precedent to the Arrangement (other than those conditions that by their terms cannot be satisfied until the Effective Date, but subject to satisfaction or waiver thereof as of the Effective Date), but in any event prior to Filament filing the documents required under Section 292 of the BCBCA to give effect to the Arrangement, provide or cause to be provided to the Depositary (for the benefit of the persons entitled thereto) (i) an irrevocable direction for the issuance and delivery of the Red Light Shares comprising the Share Consideration issuable pursuant to this Plan of Arrangement to Filament Shareholders (other than Dissenting Shareholders validly exercising Dissent Rights and who have not withdrawn their Dissent Rights), on the terms and conditions of such escrow and direction satisfactory to Filament and Red Light, each acting reasonably, and (ii) any treasury directions addressed to Red Light's transfer agent as may be necessary to issue and deliver such Red Light Shares in accordance with this Plan of Arrangement. For greater certainty, the Conversion Shares issuable pursuant to Section 3.1(b) shall be issued at the Effective Time directly to the applicable payees (or as they may direct) pursuant to the applicable settlement documentation and the treasury directions referred to above, and shall not be required to be deposited with the Depositary unless otherwise expressly agreed in writing by Filament and Red Light.

(b) Upon surrender to the Depositary for cancellation of a certificate or DRS Advice of a Filament Share which immediately prior to the Effective Time represented one or more Filament Shares that were transferred pursuant to the Plan of Arrangement, together with a duly completed and executed Letter of Transmittal and any such additional documents and instruments as the Depositary or Red Light may reasonably require, the registered holder of the Filament Shares represented by such surrendered certificate or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such Filament Shareholder, as soon as practicable, the Share Consideration that such Filament Share has the right to receive, less any amounts withheld pursuant to Section 4.4, and any certificate or DRS Advice so surrendered shall forthwith be cancelled.

(c) After the Effective Time and until surrendered as contemplated by Section 4.1(b), each certificate or DRS Advice that immediately prior to the Effective Time represented one or more Filament Shares, other than the Dissent Shares, shall be deemed at all times to represent only the right to receive, upon such surrender, the Share Consideration to which the holder thereof is entitled in lieu of such certificate

or DRS Advice as contemplated by Section 3.1, less any amounts withheld pursuant to Section 4.4 (if any).

(d) Any such certificate or DRS Advice formerly representing Filament Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall:

(i) cease to represent a claim by, or interest of, any former holder of Filament Shares of any kind or nature against or in Filament or Red Light (or any successor to any of the foregoing); and

(ii) be deemed to have been surrendered to Red Light and shall be cancelled.

(e) Each former Filament RSU Holder deemed to be the holder of Filament Shares comprising the RSU Consideration pursuant to Section 3.1(c) shall be entitled to receive in exchange for such Filament Shares (notwithstanding that no certificates or direct registration system advices have been issued with respect to such Filament Shares), and the Depositary shall deliver to such Filament Shareholder, as soon as practicable, the Share Consideration that such Filament Share has the right to receive, less any amounts withheld pursuant to Section 4.4.

(f) No Filament Securityholder shall be entitled to receive any consideration with respect to any Filament Securities so held, other than the consideration to which such holder is entitled in accordance with Section 3.1 and, for greater certainty, no such Filament Securityholder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

(g) Neither Filament nor Red Light, or any of their respective successors, will be liable to any person in respect of any of the Share Consideration or dividends, distributions and interests in respect thereof, and including any consideration previously held by the Depositary in trust for any such former holder, which is forfeited to Filament or Red Light or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

(h) The Consideration Shares (including, for greater certainty, any Red Light Shares issued as Share Consideration, Preferred Share Consideration and Conversion Shares, and any Red Light Shares issued upon settlement of RSUs granted in connection with the Arrangement) shall be subject to the Resale Restrictions. Each certificate or DRS advice (or book-entry statement) representing any such shares shall bear the legend or notation evidencing the Resale Restrictions, all as set out in the Arrangement Agreement.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Filament Shares which were exchanged in accordance with Section 3.1(h) shall have been lost, stolen or destroyed, upon the making of an affidavit or statutory declaration of that fact by the person claiming such certificate to be lost, stolen or destroyed and who was listed immediately prior to the Effective Time as the registered holder thereof on the securities registers

maintained by or on behalf of Filament, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing the Share Consideration that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, provided the holder to whom the Share Consideration is to be delivered shall, as a condition precedent to the delivery, give a bond satisfactory to Red Light and the Depositary, acting reasonably, in such sum as Red Light and the Depositary may direct (each acting reasonably), or otherwise indemnify Red Light and the Depositary in a manner satisfactory to Red Light and the Depositary (each acting reasonably) against any claim that may be made against Red Light or the Depositary and/or any of their respective representatives or agents with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or paid after the Effective Time with respect to Red Light Shares shall be delivered to the holder of any certificate formerly representing Filament Shares unless and until the holder of such certificate shall have complied with the provisions of Section 4.1. Subject to applicable law and to Section 4.1 at the time of such compliance, there shall, in addition to the delivery of the Share Consideration to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of any dividend or other distribution declared or made after the Effective Time with respect to the Red Light Shares to which such holder is entitled in respect of such holder's Share Consideration.

4.4 Withholding Rights

Red Light, Filament and the Depositary (in this section, the "payor"), shall each be entitled to deduct and withhold from any consideration or other amount payable (whether in cash or in kind, including Filament Shares issued under Section 3.1(c)) or otherwise deliverable to any holder or former holder of Filament Securities such amounts as the payor may be required to deduct and withhold therefrom under any applicable law in respect of taxes. To the extent that any amounts are so deducted, withheld and remitted to the appropriate governmental entity when required by law, such amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the person to whom such amounts would otherwise have been paid.

ARTICLE 5
DISSENT RIGHTS

5.1 Dissent Rights

(a) Pursuant to the Interim Order, registered holders of Filament Shares as of the record date for the Filament Meeting may exercise rights of dissent with respect to all Filament Shares held by such holder as registered holder thereof as of such date in connection with the Arrangement pursuant to and in strict compliance with the procedures set forth in Section 237 to 247 of the BCBCA, as modified by this Section 5.1, the Interim Order and the Final Order ("Dissent Rights"); provided that, notwithstanding subsection 242(1) of the BCBCA, the written objection to the Filament Resolution referred to in subsection 242(1) of the BCBCA must be received by Filament not later than 5:00 p.m. (Vancouver time) on the Business

Day that is three Business Days before the date of the Filament Meeting or any date to which the Filament Meeting may be postponed or adjourned and provided further that Dissenting Shareholders who:

(i) are ultimately entitled to be paid fair value for their Filament Shares, which fair value shall be the fair value of such shares immediately before the approval of the Filament Resolution, shall be paid only an amount equal to such fair value by Red Light, which fair value shall be determined in accordance with the procedures applicable to the payout value set out in sections 244 and 245 of the BCBCA except that Red Light may enter into the agreement with registered holders who exercise such Dissent Rights or apply to the Court, all as contemplated under sections 244 and 245 of the BCBCA in lieu of Filament, and such Dissenting Shareholder will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Dissenting Shareholders not exercised their Dissent Rights in respect of their Filament Shares; or

(ii) are ultimately not entitled, for any reason, to be paid fair value for their Filament Shares in respect of which they purported to exercise Dissent Rights shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Filament Shares and shall be entitled to receive only the consideration contemplated in Section 3.1(h) hereof that such holder would have received pursuant to the Arrangement if such holder had not exercised Dissent Rights,

but in no case shall Red Light or Filament or any other person be required to recognize any holder of Filament Shares who exercises Dissent Rights as a holder of Filament Shares after the time that is immediately prior to the Effective Time, and the names of all such holders of Filament Shares who exercise Dissent Rights (and have not withdrawn such exercise of Dissent Rights prior to the Effective Time) shall be deleted from the register maintained by or on behalf of Filament in respect of the Filament Shares as holders of Filament Shares at the Effective Time and Red Light shall be recorded as the registered holder of such Filament Shares and shall be deemed to be the legal owner of such Filament Shares.

(b) For greater certainty, (a) no beneficial holder of Filament Shares shall be entitled to Dissent Rights in respect of such Filament Shares and no holder of Filament Options or Filament RSUs shall be entitled to Dissent Rights in respect of such holder's Filament Options or Filament RSUs, as applicable, and (b) in addition to any other restrictions in Section 238 of the BCBCA, no person who has voted Filament Shares, or instructed a proxyholder to vote such persons Filament Shares, in favour of the Filament Resolution shall be entitled to exercise Dissent Rights with respect to the Arrangement.

(c) For greater certainty, notwithstanding anything in this Plan of Arrangement, the implementation of the Arrangement remains subject to satisfaction or waiver of the conditions precedent set out in the Arrangement Agreement.

ARTICLE 6
AMENDMENTS AND TERMINATION

6.1 Amendments to the Plan of Arrangement

(a) Filament and Red Light may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Filament and Red Light, each acting reasonably, (iii) filed with the Court and, if made following the Filament Meeting, approved by the Court, and (iv) communicated to the Filament Securityholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Filament or Red Light at any time prior to or at the Filament Meeting (provided that Filament or Red Light, as applicable, shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Filament Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Filament Meeting shall be effective only if (i) it is consented to in writing by each of Filament and Red Light (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Filament Shareholders voting in the manner directed by the Court. Any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order without filing such amendment, modification or supplement with the Court or seeking Court approval, provided that it concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the interest of any holders of Filament Securities.

(d) No amendment to this Plan of Arrangement may be made that is inconsistent with the Arrangement Agreement.

(e) Following the Filament Meeting, the Share Consideration (including any change to the Exchange Ratio or aggregate Consideration Shares) shall not be amended without the approval of the Filament Shareholders to the extent required by the Arrangement Agreement and applicable law.

6.2 Withdrawal of Plan of Arrangement

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

6.3 Effect of Termination

Upon the termination of this Plan of Arrangement pursuant to Section 8.02 of the Arrangement Agreement, no Party shall have any liability or further obligation to any other Party hereunder other than as set out in the Arrangement Agreement.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the Effective Time in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

7.2 Paramountcy

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all rights related to Filament Securities issued prior to the Effective Time;

(b) the rights and obligations of the holders of Filament Securities and any trustee and transfer agent therefor, shall be solely as provided for in this Plan of Arrangement; and

(c) all actions, causes of actions, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to Filament Securities shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.

ARTICLE 8
U.S. SECURITIES LAW EXEMPTION

8.1 U.S. Securities Law Exemption.

Notwithstanding any provision herein to the contrary, the Parties each agree that the Plan of Arrangement will be carried out with the intention that all Red Light Shares to be issued to Filament Shareholders in exchange for their Filament Shares pursuant to the Plan of Arrangement, as applicable, will be issued and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof and applicable securities laws of any state of the United States in reliance upon similar exemptions under any applicable securities laws of any state of the United States, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement. For greater certainty, under no

circumstances shall Red Light offer or pay cash consideration to any Filament Shareholder for Filament Shares under the Arrangement.

APPENDIX "A" TO THE PLAN OF ARRANGEMENT

SPECIAL RIGHTS AND RESTRICTIONS FOR FILAMENT PREFERRED SHARES

The preferred shares as a class shall have attached to them the following special rights and restrictions:

Definitions

1. In these Special Rights and Restrictions,

   (a) "**Arrangement**" means the arrangement pursuant to the Business Corporations Act (British Columbia) as contemplated by the Arrangement Agreement,

   (b) "**Arrangement Agreement**" means the Arrangement Agreement dated as of March 10, 2026, between Red Light and Filament, including (unless the context otherwise requires) the Schedules thereto, together with the Filament Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

   (c) "**Common Shares**" means the common shares without par value in the capital of the Company;

   (d) "**Plan of Arrangement**" means the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement.

2. The holders of the preferred shares are not entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.

3. Preferred shares shall only be issued on the conversion of the Canadian Holder Bridge Loan into preferred shares pursuant to and in accordance with the Canadian Bridge Loan Agreement and the Plan of Arrangement.

4. In the event of any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of the preferred shares shall be entitled to receive, in preference and priority to any distribution of any of the assets or property of the Company to the holders of the Common Shares or any other shares ranking junior to the preferred shares, an amount per preferred share equal to the amount of capital allocated to such preferred share pursuant to Section 3.1(f) of the Plan of Arrangement (or such other amount as may be determined by the board of directors at the time of issuance), plus all declared and unpaid dividends thereon (if any) (the "**Liquidation Amount**"). After payment to the holders of the preferred shares of the Liquidation Amount, the remaining property and assets of the Company shall be distributed ratably among the holders of the Common Shares and any other shares ranking on a parity with such shares according to their respective rights and preferences and in each case according to the number of shares held by them respectively.

Schedule B
Arrangement Resolution

(See attached)

ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the "**Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) involving Filament Health Corp. (the "**Company**"), pursuant to the arrangement agreement between the Company and Red Light Holland Corp. ("**Red Light**") dated March 10, 2026, as it may be modified, supplemented or amended from time to time in accordance with its terms (the "**Arrangement Agreement**"), as more particularly described and set forth in the management information circular of the Company dated April 2, 2026 (the "**Circular**"), and all transactions contemplated thereby, are hereby authorized, approved and adopted.

2. The plan of arrangement of the Company, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the "**Plan of Arrangement**"), the full text of which is set out as Appendix "B" to the Circular, is hereby authorized, approved and adopted.

3. The:(i) the Arrangement Agreement and the Plan of Arrangement, and all transactions contemplated thereby or thereby required to be effected, including, without limitation: (A) the acquisition of the Company by Red Light pursuant to the Arrangement; (B) the issuance of any securities in connection with the Arrangement; (C) the settlement, compromise, conversion, exchange or extinguishment of certain indebtedness of the Company, including without limitation the settlement of Existing Company Loans, Company Debentures and Existing Bridge Loans pursuant to Section 2.11 of the Arrangement Agreement; (D) the execution, delivery and performance of all debt settlement agreements and related instruments contemplated by or entered into pursuant to the Arrangement Agreement, including those in the form attached as Schedule G thereto; and (E) all ancillary, related and consequential transactions and steps contemplated by the Arrangement Agreement or the Plan of Arrangement; (ii) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.

4. The Company is hereby authorized to apply for a final order from the Supreme Court of British Columbia (the "**Court**") to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, modified, supplemented or amended).

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the securityholders of the Company (the "**Company Securityholders**") entitled to vote thereon or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, without further notice to or approval of the Company Securityholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.

6. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed and to deliver or cause to be delivered, whether under the corporate seal of the Company or otherwise, all such other documents and instruments

and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing

Schedule C
Form of Support Agreement

(See attached)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of the _____ day of March, 2026.

B E T W E E N:

RED LIGHT HOLLAND CORP., a corporation organized under the Laws of the Province of Ontario (the "**Buyer**")

– and –

_____ (the "**Securityholder**")
[Please print name of securityholder]

RECITALS:

1. The Securityholder is the registered and/or beneficial owner of, or exercises control or direction over, the number of issued and outstanding Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans (each as defined herein) set forth on Schedule A.

2. The Securityholder understands that the Buyer and Filament Health Corp., a corporation organized under the Laws (as defined herein) of the Province of British Columbia (the "**Company**"), are going to execute the Arrangement Agreement (as defined herein).

3. This Agreement (as defined herein) sets out the terms and conditions of the agreement of the Securityholder, among other things: (a) to abide by the voting covenants in respect of the Securityholder's Securities (as defined herein); and (b) to not sell, transfer or pledge the Securityholder's Securities prior to the Effective Date.

4. The Company Board has unanimously determined that the Consideration to be received by the Company Shareholders is fair from a financial point of view and that the Arrangement is in the best interests of the Company and its securityholders, and the Company Board has unanimously resolved to recommend that the Company Shareholders vote in favour of the Arrangement Resolution.

5. The Securityholder acknowledges that the Buyer would not enter into the Arrangement Agreement or pursue the transactions contemplated therein but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties (as defined herein) hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, except as set out below, all capitalized terms not otherwise defined herein have the meaning given to them in the Arrangement Agreement:

"**Acquisition Proposal**" has the meaning ascribed to "Company Acquisition Proposal" in the Arrangement Agreement.

"**Affiliate**" has the meaning ascribed to "affiliate" in the *Business Corporations Act* (Ontario), as amended.

"**Agreement**" means this voting support agreement, together with any and all schedules hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions refer to this Agreement and, where applicable, to the appropriate schedule or schedules hereto.

"**Alternative Transaction**" has the meaning ascribed thereto in Section 3.1(10).

"**Arrangement Agreement**" means the arrangement agreement between the Buyer and the Company, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"**Arrangement Resolution**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Business Days**" means all days other than Saturdays, Sundays and all other days that are statutory holidays in the Province of British Columbia or Ontario, and "**Business Day**" means any one of the Business Days.

"**Company Debentures**" means the outstanding debentures issued by the Company to each of the holders of outstanding debentures of the Company as listed in Section 3.01(k)(v) of the Company Disclosure Letter to the Arrangement Agreement.

"**Company Material Adverse Effect**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Company Meeting**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Company Options**" means the outstanding options of the Company to purchase Company Shares granted under the equity incentive plan of the Company.

"**Company RSUs**" means the outstanding restricted share units of the Company to acquire Company Shares granted under the equity incentive plan of the Company.

"**Company Shares**" means the common shares in the capital of the Company and shall include any shares into which such common shares may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom including any extraordinary distributions of securities which may be declared in respect of the common shares.

"**Company Warrants**" means the outstanding warrants of the Company to purchase Company Shares issued by the Company.

"**Effective Date**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Existing Company Loans**" means each of the outstanding loans or payables of the Existing Company Creditors, as set forth in Section 1.01(d) of the Company Disclosure Letter to the Arrangement Agreement.

"**Expiry Date**" has the meaning ascribed thereto in Section 3.1.

"**Governmental Entity**" means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision, agent, commission, board or authority of any of the foregoing; (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; (e) any public utility authority; or (f) any stock exchange, including the Canadian Securities Exchange (the "**Exchange**").

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the Exchange), and the term "**applicable**" with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are applicable to such Person or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

"**Parties**" means the Buyer and the Securityholder, and "**Party**" means any one of them.

"**Person**" includes an individual, sole proprietorship, partnership, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

"**Securityholder's Convertible Securities**" means those Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans in the number or amount set forth on Schedule A, being all of the Company Options, Company RSUs, Company Warrants, Company Debentures, Existing Company Loans and other securities and rights to acquire securities of the Company (other than Company Shares) acquired legally or beneficially or controlled or directed, either directly or indirectly, by the Securityholder after the date hereof.

"**Securityholder's Securities**" means, collectively, the Securityholder's Shares and the Securityholder's Convertible Securities.

"**Securityholder's Shares**" means those Company Shares in the number set forth on Schedule A, being all of the Company Shares owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Company Shares issued upon the conversion or vesting of or the exercise by the Securityholder of Company Options, Company RSUs or Company Warrants, or upon conversion or settlement of Company Debentures or Existing Company Loans, or otherwise owned legally or beneficially, either directly or

indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, after the date hereof.

1.2 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.3 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.4 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Governing Law

(1) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the Province of British Columbia and the federal Laws of Canada applicable in that province.

(2) Each of the Parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.7 Incorporation of Schedules

The Schedule attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Securityholder's Securities

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to the Buyer (and acknowledges that the Buyer is relying on the representations and warranties in completing the transactions contemplated by the Arrangement Agreement) that:

(1) the Securityholder has the legal capacity (including, if such Securityholder is a corporation or other legal entity, due authorization) to execute and deliver this Agreement and to consummate the transactions contemplated hereby;

(2) this Agreement has been executed and delivered by the Securityholder, and, assuming the due authorization, execution and delivery by the Buyer, constitutes a legal, valid and binding obligation of the Securityholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;

(3) none of the execution and delivery of this Agreement by the Securityholder, the performance by the Securityholder of its obligations hereunder or the compliance by the Securityholder with any of the provisions hereof will result in any breach of, be in conflict with, constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of any constating or governing documents, by-laws or resolutions of the Securityholder, if applicable, any indenture, contract, agreement, instrument or other document to which the Securityholder is a party or subject, or any judgment, decree, order, statute, rule or regulation applicable to the Securityholder;

(4) no approval, authorization, consent or order of, and no filing, registration or recording with, any Governmental Entity or other Person is required of the Securityholder as a condition to the execution and delivery or the performance by the Securityholder of its obligations under this Agreement;

(5) there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties or, in the case of a corporate or other legal entity, any of its officers or directors (in their capacities as such) that, individually or in the aggregate, could reasonably be expected to impair the Securityholder's ability to perform its obligations under this Agreement. There is no judgment, decree or order against the Securityholder or, in the case of a corporate or other legal entity, any of its directors or officers (in their capacities as such) that could reasonably be expected to prevent, enjoin, alter or materially delay the Securityholder from performing its obligations under this Agreement;

(6) the Securityholder's Securities are all of the securities or rights to acquire securities of the Company or any of its Affiliates held of record or beneficially owned by the Securityholder or for which the Securityholder has or shares any voting power, power of disposition or other control or direction. For the avoidance of doubt, the Securityholder's Securities include all Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans held or controlled by the

Securityholder. Except as set forth on Schedule A, no other securities of the Company or rights to acquire securities of the Company or any of its Affiliates are beneficially owned, held of record or controlled or directed, directly or indirectly, by the Securityholder. The Securityholder has the sole right to vote (or cause to be voted) all the Securityholder's Securities, and will have the sole right to vote (or cause to be voted) all the Securityholder's Securities designated as such after the date hereof, at any meeting of the securityholders of the Company and in any action by written consent of the foregoing in accordance with this Agreement;

(7) no Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Securityholder of any of the Securityholder's Securities, or any interest therein or right thereto, except pursuant to this Agreement and the Arrangement Agreement;

(8) the Securityholder has not previously granted or agreed to grant any ongoing proxy in respect of the Securityholder's Securities or entered into any voting trust, vote pooling or other agreement with respect to the right to vote, or any agreement to call meetings of shareholders or give consents or approvals in any way affecting the Securityholder's Securities; and

(9) the Securityholder has not entered into any agreement, arrangement or understanding that is inconsistent with the obligations of the Securityholder under this Agreement, including any commitment to support or vote in favour of any Acquisition Proposal or competing transaction.

ARTICLE 3
COVENANTS

3.1 Covenants of the Securityholder (Voting Support)

In consideration of the benefit that the Arrangement will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, during the period commencing on the date hereof and ending on the earlier of (such earlier date being the "**Expiry Date**"): (i) the date of termination of this Agreement in accordance with its terms, and (ii) the Effective Date, the Securityholder hereby irrevocably agrees and covenants in favour of the Buyer:

(1) The Securityholder shall not:

(a) sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of the Securityholder's Securities, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), without having first obtained the prior written consent of the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, in each case provided that the transferee agrees in writing to be bound by this Agreement as if originally a party hereto; or

(b) other than as set forth herein, grant any proxies or powers of attorney, deposit any Securityholder's Securities into a voting trust or enter into a voting agreement,

understanding or arrangement with respect to any of the Securityholder's Securities,

provided, however, that the foregoing shall not prohibit (i) transfers or other dispositions to Affiliates of the Securityholder, (ii) transfers or other dispositions by the Securityholder for bona fide estate planning purposes, or (iii) transfers by operation of Law, in each case provided that the transferee agrees in writing to be bound by this Agreement as if originally a party hereto.

(2) The Securityholder hereby undertakes from time to time, until the Expiry Date:

(a) to vote (or cause to be voted) all the Securityholder's Securities at the Company Meeting or at any adjournment or postponement thereof, and in any action by written consent of the foregoing, (A) in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (and any actions or steps required in furtherance thereof), (B) against any Acquisition Proposal or other merger, reorganization, consolidation, amalgamation, arrangement, business combination, share exchange, liquidation, dissolution, recapitalization, or similar transaction involving the Company (other than the transactions contemplated by the Arrangement Agreement or an Alternative Transaction), (C) against any action which might reasonably be regarded as likely to reduce the success of, or delay or interfere with, the completion of the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (or any actions or steps reasonably required in furtherance thereof), and (D) against any action that would result in any breach of any representation, warranty or covenant by the Company in the Arrangement Agreement or which might reasonably be expected to have a Company Material Adverse Effect;

(b) without the prior written consent of the Buyer, which consent shall be at the Buyer's sole discretion, not to requisition or join in the requisition of any meeting of the shareholders or securityholders of the Company for the purpose of considering any resolution;

(c) not to make any statements against the transactions contemplated by the Arrangement Agreement or any other agreement or transaction involving the Buyer or its Affiliates or any aspect of them and not to bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such transactions or any aspect thereof;

(d) not to do indirectly anything it may not do directly in respect of the restrictions on its rights with respect to the Securityholder's Securities pursuant to this Section 3.1, including, but not limited to, the sale of any direct or indirect holding company of the Securityholder or the granting of a proxy on the securities of any direct or indirect holding company of the Securityholder which would have, indirectly, the effect prohibited by this Section 3.1;

(e) if the Securityholder's Securities are registered in the name of a Person other than the Securityholder or otherwise held other than personally, to cause the direct

owner of such securities to perform all covenants of the Securityholder under this Agreement as if such direct owner was the Securityholder;

(f) to generally work with the Buyer and the Company in order to ensure the success of the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (and any actions or steps reasonably required in furtherance thereof); and

(g) it will, on or before the fifth Business Day prior to the Company Meeting: (i) with respect to any Securityholder's Securities (and any other Securityholder's Convertible Securities entitled to vote) that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Arrangement Resolution; and (ii) with respect to any Securityholder's Securities (and any other Securityholder's Convertible Securities entitled to vote) that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Securities, instructing that the Securityholder's Securities be voted in favour of the approval of the Arrangement Resolution. Such proxy or proxies shall name those individuals as may be designated by management of the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Buyer. Notwithstanding the foregoing, the Securityholder may revoke or amend any such proxy or voting instruction if required by applicable Law or court order.

For the avoidance of doubt, the obligations of the Securityholder under this Section 3.1(2) are irrevocable and shall not be affected, modified or limited by any change, withdrawal, amendment, modification or qualification of the recommendation of the Company Board with respect to the Arrangement or the Arrangement Resolution, by any Acquisition Proposal or Company Superior Proposal (as defined in the Arrangement Agreement), or by any other intervening event or circumstance whatsoever.

(3) The Securityholder shall (i) immediately cease, and will instruct its representatives to immediately cease, and cause to be terminated any existing solicitation, discussion or negotiation, encouragement or activity with any Person (other than the Buyer or any of its representatives) by the Securityholder or any of its representatives with respect to any Acquisition Proposal or any potential Acquisition Proposal whether or not initiated by the Securityholder or its representatives, and (ii) immediately cease to provide any Person (other than the Buyer or any of its representatives) with access to information concerning the Company in respect of any Acquisition Proposal or any potential Acquisition Proposal, and request the return or destruction of all confidential information provided to any Person (other than the Buyer or any of its representatives) that has entered into a confidentiality agreement with the Securityholder relating to any Acquisition Proposal or potential Acquisition Proposal and shall use all commercially reasonable efforts to ensure that such requests are honoured.

(4) The Securityholder agrees that, until the Expiry Date, neither the Securityholder nor any representative thereof will knowingly, directly or indirectly (i) solicit, assist, initiate,

knowingly encourage or otherwise facilitate (including by way of discussion, negotiation, furnishing information or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding, or that may reasonably be expected to lead to, any Acquisition Proposal, or (ii) engage or participate in any discussions or negotiations regarding, or provide any information with respect to or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, an effort or attempt by a Person (other than the Buyer and its representatives) to do or seek to do any of the foregoing regarding any Acquisition Proposal or potential Acquisition Proposal.

(5) The Securityholder agrees that, until the Expiry Date, the Securityholder will promptly notify the Buyer, at first orally and then in writing, of any written proposal, inquiry, offer or request received after the date hereof (i) relating to an Acquisition Proposal or potential Acquisition Proposal or inquiry that could reasonably lead or be expected to lead to an Acquisition Proposal, (ii) for discussions or negotiations in respect of an Acquisition Proposal or potential Acquisition Proposal, (iii) for representation on the board of directors of the Company, or (iv) any material amendments to any of the foregoing. Such notice shall include the identity of the Person making such proposal, inquiry, offer or request and a description of the material terms and conditions thereof. The Securityholder agrees that, until the Expiry Date, the Securityholder will keep the Buyer promptly and fully informed of the status, including any change to the material terms, of such proposal, inquiry, offer or request and shall respond promptly to all inquiries by the Buyer with respect thereto.

(6) The Securityholder hereby waives and agrees not to exercise any rights of appraisal or rights of dissent the Securityholder may have that may arise from the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (or any actions or steps reasonably required in furtherance thereof).

(7) The Securityholder agrees to notify the Buyer promptly of the amount of any new Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures, Existing Company Loans or other securities or rights to acquire securities of the Company acquired or controlled or directed, either directly or indirectly, by the Securityholder, if any, after the date hereof. Any such securities and rights to acquire securities shall be subject to the terms of this Agreement as though they were Securityholder's Securities on the date hereof.

(8) The Securityholder agrees to promptly notify the Buyer upon becoming aware of any Company Material Adverse Effect.

(9) The Securityholder hereby irrevocably consents to:

(a) details of this Agreement being set out in any information circular, listing statement, other public filing or other document, produced by the Company, the Buyer and/or on their behalf in connection with the transactions contemplated by this Agreement and the Arrangement Agreement pursuant to applicable Law; and

(b) this Agreement being made publicly available, including by filing by the Buyer on SEDAR+.

(10) If the Buyer concludes after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than pursuant to the Arrangement Agreement

(including, without limitation, a take-over bid, merger, arrangement, consolidation or acquisition) on economic terms and conditions having consequences to each securityholder of the Company that are equivalent to or better than those contemplated by the Arrangement Agreement (any such transaction is referred to as an "**Alternative Transaction**"), the Securityholder agrees to support the completion of the Alternative Transaction in the same manner as the transactions contemplated by the Arrangement Agreement, including, in the case of a take-over bid, by causing all of the Securityholder's Securities to be validly tendered in acceptance of such take-over bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such take-over bid, and not withdrawing the Securityholder's Securities from such take-over bid except as expressly otherwise provided in this Agreement. In the event of any proposed Alternative Transaction, all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

(11) The Securityholder agrees that, until the Expiry Date, the Securityholder will not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement or any Alternative Transaction (or any actions or steps reasonably required in furtherance thereof).

Notwithstanding anything to the contrary in this Agreement, nothing herein shall require the Securityholder, if the Securityholder is a director or officer of the Company or any of its Affiliates, to take or refrain from taking any action solely in such Securityholder's capacity as a director or officer of the Company or any of its Affiliates, to the extent that doing so would be inconsistent with such Person's fiduciary duties under applicable Law, as determined in good faith.

ARTICLE 4
TERMINATION

4.1 Termination

(1) This Agreement shall come into force and effect as of the date set out on the first page of this Agreement and, except as provided below, shall continue in full force and effect until the earlier of:

(a) the Effective Date;

(b) the date on which the Securityholder ceases to hold any Securityholder's Securities;

(c) the date on which this Agreement is terminated by the mutual written consent of the Securityholder and the Buyer;

(d) the termination of the Arrangement Agreement in accordance with its terms; or

(e) the dissolution or liquidation of the Buyer.

(2) Notwithstanding the valid termination of this Agreement pursuant to Section 4.1(1):

(a) any rights or obligations which have accrued or arisen under this Agreement prior to the effective time of such termination shall survive such termination unimpaired in accordance with the terms hereof; and

(b) nothing in this ARTICLE 4 shall relieve either Party for any breach of this Agreement prior to termination.

ARTICLE 5
GENERAL

5.1 Co-operation/Further Assurances

The Buyer and the Securityholder will from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 Survival of Representations and Warranties

The representations and warranties of the Securityholder contained herein shall survive until the earlier of (a) the Effective Date; and (b) the date that this Agreement is terminated in accordance with its terms. No investigations made by or on behalf of the Buyer or any of its representatives at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty or covenant made by the Securityholder in or pursuant to this Agreement.

5.3 Disclosure

Except as required by applicable Laws, the Securityholder shall not make any public announcement or statement with respect to this Agreement or the Arrangement Agreement without the prior written approval of the Buyer. If the Securityholder is required by applicable Laws to make such public announcement or statement, the Securityholder will use commercially reasonable efforts to provide reasonable notice of such announcement or statement to the Buyer, including the proposed text of such announcement or statement, and provide the Buyer with a reasonable opportunity to review and comment on the same, which comments shall be reasonably considered by the Securityholder.

5.4 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and the Buyer agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

5.5 Specific Performance and other Equitable Rights

Each of the Parties agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by the other Party in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or to otherwise obtain specific performance of any such provisions, any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived, and the other Party hereto will not take any action, directly or indirectly, in opposition to the Party seeking relief on the grounds that any other remedy or relief is available at Law or in equity.

5.6 Expenses

Each of the Parties shall bear all costs and expenses incurred by it in connection with this Agreement and all documents and instruments executed or prepared pursuant hereto and any other related costs and expenses whatsoever and howsoever incurred.

5.7 Amendment and Waiver

Each Party hereto agrees and confirms that:

(a) any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification, by the Securityholder and the Buyer or in the case of a waiver, by the Party against whom the waiver is to be effective; and

(b) no failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

5.8 Entire Agreement

This Agreement and the Arrangement Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

5.9 Notices

Any notice, consent, request, claim, demand, waiver, direction or other communication required or desired to be given under this Agreement by a Party (a "**notice**") shall be in writing and may be given by facsimile or email transmission, to the extent the coordinates for such transmission are provided below, or by courier addressed to the Party to which the notice is to be given at its address for service as provided below. Any notice shall, if couriered, be deemed to have been given and received on the date on which it was couriered to the address as provided below; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day, and if sent by facsimile or email transmission, be deemed to have been given and received on the day of receipt; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day and provided that if the notice is actually received after 4:30 p.m. in the place of receipt on a Business Bay it will be deemed to have been given and received on the next Business Day.

(1) If to the Buyer, at the address set forth in the Arrangement Agreement.

(2) If to the Securityholder, at the address set forth on the signature page hereto.

5.10 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

(a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and

(b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

5.11 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that neither Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party hereto, except that the Buyer may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an Affiliate without reducing its own obligations hereunder without the consent of the Securityholder.

5.12 Independent Legal Advice

The Securityholder acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Securityholder further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

5.13 Non-Public Information

The Securityholder acknowledges and agrees that this Agreement and all information related to the transactions contemplated by the Arrangement Agreement contain material non-public information and that Canadian securities Laws impose restrictions on the Securityholder trading any securities of the Buyer and on informing others of such material non-public information until such information is announced by the Buyer by way of press release or is otherwise generally disclosed to the public. The Securityholder should seek advice of legal counsel before doing any of the foregoing.

5.14 Electronic Delivery and Counterparts

This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

This Agreement has been agreed and accepted as of the date first written above.

RED LIGHT HOLLAND CORP.

By: _____
Name:
Title:

[Securityholder Signature Page Follows]

If a corporation, trust, partnership or other entity:

_____
Name of Entity

_____
Signature of Person Signing

_____
Title of Person Signing

If an individual:

_____
Signature

_____
Name of Individual

Address: _____

_____

E-mail: _____

Schedule A – Securityholder's Securities

Company Shares

Number of Company Shares:

Company Options

Number of Company Options:

Company RSUs

Number of Company RSUs:

Company Warrants

Number of Company Warrants:

Company Debentures

Principal Amount of Company Debentures: $_____

Accrued Interest: $_____

Existing Company Loans

Principal Amount of Existing Company Loans: $_____

Accrued Interest: $_____

Schedule D
Form of Voting and Standstill Agreements

(See attached)

VOTING SUPPORT AND STANDSTILL AGREEMENT

THIS AGREEMENT is made as of the _____ day of March, 2026.

B E T W E E N:

RED LIGHT HOLLAND CORP., a corporation organized under the Laws of the Province of Ontario (the "**Buyer**")

– and –

_____ (the "**Securityholder**")
[Please print name of securityholder]

RECITALS:

1. The Securityholder is the registered and/or beneficial owner of, or exercises control or direction over, the number of issued and outstanding Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans (each as defined herein) set forth on Schedule A.

2. The Securityholder understands that the Buyer and Filament Health Corp., a corporation organized under the Laws (as defined herein) of the Province of British Columbia (the "**Company**"), are going to execute the Arrangement Agreement (as defined herein).

3. This Agreement (as defined herein) sets out the terms and conditions of the agreement of the Securityholder, among other things: (a) to abide by the voting covenants in respect of the Securityholder's Securities (as defined herein); (b) to not sell, transfer or pledge the Securityholder's Securities; and (c) to not solicit, initiate, knowingly encourage or otherwise facilitate an Acquisition Proposal (as defined herein).

4. The Company Board has unanimously determined that the Consideration to be received by the Company Shareholders is fair from a financial point of view and that the Arrangement is in the best interests of the Company and its securityholders, and the Company Board has unanimously resolved to recommend that the Company Shareholders vote in favour of the Arrangement Resolution.

5. The Securityholder acknowledges that the Buyer would not enter into the Arrangement Agreement or pursue the transactions contemplated therein but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties (as defined herein) hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, except as set out below, all capitalized terms not otherwise defined herein have the meaning given to them in the Arrangement Agreement:

"**Acquisition Proposal**" has the meaning ascribed to "Company Acquisition Proposal" in the Arrangement Agreement.

"**Affiliate**" has the meaning ascribed to "affiliate" in the *Business Corporations Act* (Ontario), as amended.

"**Agreement**" means this voting support and standstill agreement, together with any and all schedules hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions refer to this Agreement and, where applicable, to the appropriate schedule or schedules hereto.

"**Arrangement Agreement**" means the arrangement agreement between the Buyer and the Company, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"**Arrangement Resolution**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Business Days**" means all days other than Saturdays, Sundays and all other days that are statutory holidays in the Province of British Columbia or Ontario, and "**Business Day**" means any one of the Business Days.

"**Alternative Transaction**" has the meaning ascribed thereto in Section 3.1(10).

"**Company Debentures**" means the outstanding debentures issued by the Company to each of the holders of outstanding debentures of the Company as listed in Section 3.01(k)(v) of the Company Disclosure Letter to the Arrangement Agreement.

"**Company Material Adverse Effect**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Company Meeting**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Company Options**" means the outstanding options of the Company to purchase Company Shares granted under the equity incentive plan of the Company.

"**Company RSUs**" means the outstanding restricted share units of the Company to acquire Company Shares granted under the equity incentive plan of the Company.

"**Company Shares**" means the common shares in the capital of the Company and shall include any shares into which such common shares may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom including any extraordinary distributions of securities which may be declared in respect of the common shares.

"**Company Warrants**" means the outstanding warrants of the Company to purchase Company Shares issued by the Company.

"**Consideration Shares**" means the Buyer Shares to be issued as the Consideration pursuant to the Arrangement, including any Buyer Shares issued to the Securityholder in respect of the Securityholder's Shares, Company RSUs, Company Debentures and Existing Company Loans held by the Securityholder.

"**Effective Date**" has the meaning ascribed to such term in the Arrangement Agreement.

"**Existing Company Loans**" means each of the outstanding loans or payables of the Existing Company Creditors, as set forth in Section 1.01(d**)** of the Company Disclosure Letter to the Arrangement Agreement.

"**Governmental Entity**" means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision, agent, commission, board or authority of any of the foregoing; (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; (e) any public utility authority; or (f) any stock exchange, including the Canadian Securities Exchange (the "**Exchange**").

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the Exchange), and the term "**applicable**" with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are applicable to such Person or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

"**Parties**" means the Buyer and the Securityholder, and "**Party**" means any one of them.

"**Person**" includes an individual, sole proprietorship, partnership, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

"**Securityholder's Convertible Securities**" means those Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans in the number or amount set forth on Schedule A, being all of the Company Options, Company RSUs, Company Warrants, Company Debentures, Existing Company Loans and other securities and rights to acquire securities of the Company (other than Company Shares) acquired legally or beneficially or controlled or directed, either directly or indirectly, by the Securityholder after the date hereof.

"**Securityholder's Securities**" means, collectively, the Securityholder's Shares and the Securityholder's Convertible Securities.

"**Securityholder's Shares**" means those Company Shares in the number set forth on Schedule A, being all of the Company Shares owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Company Shares issued upon the conversion or vesting of or the exercise by the Securityholder of Company Options, Company RSUs or Company Warrants, or upon conversion or settlement of Company

Debentures or Existing Company Loans, or otherwise owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, after the date hereof.

"**Standstill Liability Cap**" has the meaning ascribed thereto in Section 5.6.

"**Voting Support Expiry Date**" has the meaning ascribed thereto in Section 3.1.

1.2 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.3 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.4 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.5 Date for any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Governing Law

(1) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the Province of British Columbia and the federal Laws of Canada applicable in that province.

(2) Each of the Parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.7 Incorporation of Schedules

The Schedule attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Securityholder's Securities

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to the Buyer (and acknowledges that the Buyer is relying on the representations and warranties in completing the transactions contemplated by the Arrangement Agreement) that:

(1) the Securityholder has the legal capacity (including, if such Securityholder is a corporation or other legal entity, due authorization) to execute and deliver this Agreement and to consummate the transactions contemplated hereby;

(2) this Agreement has been executed and delivered by the Securityholder, and, assuming the due authorization, execution and delivery by the Buyer, constitutes a legal, valid and binding obligation of the Securityholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;

(3) none of the execution and delivery of this Agreement by the Securityholder, the performance by the Securityholder of its obligations hereunder or the compliance by the Securityholder with any of the provisions hereof will result in any breach of, be in conflict with, constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of any constating or governing documents, by-laws or resolutions of the Securityholder, if applicable, any indenture, contract, agreement, instrument or other document to which the Securityholder is a party or subject, or any judgment, decree, order, statute, rule or regulation applicable to the Securityholder;

(4) no approval, authorization, consent or order of, and no filing, registration or recording with, any Governmental Entity or other Person is required of the Securityholder as a condition to the execution and delivery or the performance by the Securityholder of its obligations under this Agreement;

(5) there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties or, in the case of a corporate or other legal entity, any of its officers or directors (in their capacities as such) that, individually or in the aggregate, could reasonably be expected to impair the Securityholder's ability to perform its obligations under this Agreement. There is no judgment, decree or order against the Securityholder or, in the case of a corporate or other legal entity, any of its directors or officers (in their capacities as such) that could reasonably be expected to prevent, enjoin, alter or materially delay the Securityholder from performing its obligations under this Agreement;

(6) the Securityholder's Securities are all of the securities or rights to acquire securities of the Company or any of its Affiliates held of record or beneficially owned by the Securityholder or for which the Securityholder has or shares any voting power, power of disposition or other control or direction. For the avoidance of doubt, the Securityholder's Securities include all Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans held or controlled by the

Securityholder. Except as set forth on Schedule A, no other securities of the Company or rights to acquire securities of the Company or any of its Affiliates are beneficially owned, held of record or controlled or directed, directly or indirectly, by the Securityholder. The Securityholder has the sole right to vote (or cause to be voted) all the Securityholder's Securities, and will have the sole right to vote (or cause to be voted) all the Securityholder's Securities designated as such after the date hereof, at any meeting of the securityholders of the Company and in any action by written consent of the foregoing in accordance with this Agreement;

(7) no Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Securityholder of any of the Securityholder's Securities, or any interest therein or right thereto, except pursuant to this Agreement and the Arrangement Agreement;

(8) the Securityholder has not previously granted or agreed to grant any ongoing proxy in respect of the Securityholder's Securities or entered into any voting trust, vote pooling or other agreement with respect to the right to vote, or any agreement to call meetings of shareholders or give consents or approvals in any way affecting the Securityholder's Securities; and

(9) the Securityholder has not entered into any agreement, arrangement or understanding that is inconsistent with the obligations of the Securityholder under this Agreement, including any commitment to support or vote in favour of any Acquisition Proposal or competing transaction.

ARTICLE 3
COVENANTS

3.1 Covenants of the Securityholder (Voting Support)

In consideration of the benefit that the Arrangement will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, during the period commencing on the date hereof and ending on the earlier of (such earlier date being the "**Voting Support Expiry Date**"): (i) the date of termination of this Agreement in accordance with its terms, and (ii) the Effective Date, the Securityholder hereby irrevocably agrees and covenants in favour of the Buyer:

(1) The Securityholder shall not:

(a) sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of the Securityholder's Securities, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), without having first obtained the prior written consent of the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, in each case provided that the transferee agrees in writing to be bound by this Agreement as if originally a party hereto; or

(b) other than as set forth herein, grant any proxies or powers of attorney, deposit any Securityholder's Securities into a voting trust or enter into a voting agreement,

understanding or arrangement with respect to any of the Securityholder's Securities,

provided, however, that the foregoing shall not prohibit (i) transfers or other dispositions to Affiliates of the Securityholder, (ii) transfers or other dispositions by the Securityholder for bona fide estate planning purposes, or (iii) transfers by operation of Law, in each case provided that the transferee agrees in writing to be bound by this Agreement as if originally a party hereto.

(2) The Securityholder hereby undertakes from time to time, until the Voting Support Expiry Date:

(a) to vote (or cause to be voted) all the Securityholder's Securities at the Company Meeting or at any adjournment or postponement thereof, and in any action by written consent of the foregoing, (A) in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (and any actions or steps required in furtherance thereof), (B) against any Acquisition Proposal or other merger, reorganization, consolidation, amalgamation, arrangement, business combination, share exchange, liquidation, dissolution, recapitalization, or similar transaction involving the Company (other than the transactions contemplated by the Arrangement Agreement or an Alternative Transaction), (C) against any action which might reasonably be regarded as likely to reduce the success of, or delay or interfere with, the completion of the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (or any actions or steps reasonably required in furtherance thereof), and (D) against any action that would result in any breach of any representation, warranty or covenant by the Company in the Arrangement Agreement or which might reasonably be expected to have a Company Material Adverse Effect;

(b) without the prior written consent of the Buyer, which consent shall be at the Buyer's sole discretion, not to requisition or join in the requisition of any meeting of the shareholders or securityholders of the Company for the purpose of considering any resolution;

(c) not to make any statements against the transactions contemplated by the Arrangement Agreement or any other agreement or transaction involving the Buyer or its Affiliates or any aspect of them and not to bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such transactions or any aspect thereof;

(d) not to do indirectly anything it may not do directly in respect of the restrictions on its rights with respect to the Securityholder's Securities pursuant to this Section 3.1, including, but not limited to, the sale of any direct or indirect holding company of the Securityholder or the granting of a proxy on the securities of any direct or indirect holding company of the Securityholder which would have, indirectly, the effect prohibited by this Section 3.1;

(e) if the Securityholder's Securities are registered in the name of a Person other than the Securityholder or otherwise held other than personally, to cause the direct

owner of such securities to perform all covenants of the Securityholder under this Agreement as if such direct owner was the Securityholder;

(f) to generally work with the Buyer and the Company in order to ensure the success of the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (and any actions or steps reasonably required in furtherance thereof); and

(g) it will, on or before the fifth Business Day prior to the Company Meeting: (i) with respect to any Securityholder's Securities (and any other Securityholder's Convertible Securities entitled to vote) that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Arrangement Resolution; and (ii) with respect to any Securityholder's Securities (and any other Securityholder's Convertible Securities entitled to vote) that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Securities, instructing that the Securityholder's Securities be voted in favour of the approval of the Arrangement Resolution. Such proxy or proxies shall name those individuals as may be designated by management of the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Buyer. Notwithstanding the foregoing, the Securityholder may revoke or amend any such proxy or voting instruction if required by applicable Law or court order.

For the avoidance of doubt, the obligations of the Securityholder under this Section 3.1(2) are irrevocable and shall not be affected, modified or limited by any change, withdrawal, amendment, modification or qualification of the recommendation of the Company Board with respect to the Arrangement or the Arrangement Resolution, by any Acquisition Proposal or Company Superior Proposal (as defined in the Arrangement Agreement), or by any other intervening event or circumstance whatsoever.

(3) The Securityholder shall (i) immediately cease, and will instruct its representatives to immediately cease, and cause to be terminated any existing solicitation, discussion or negotiation, encouragement or activity with any Person (other than the Buyer or any of its representatives) by the Securityholder or any of its representatives with respect to any Acquisition Proposal or any potential Acquisition Proposal whether or not initiated by the Securityholder or its representatives, and (ii) immediately cease to provide any Person (other than the Buyer or any of its representatives) with access to information concerning the Company in respect of any Acquisition Proposal or any potential Acquisition Proposal, and request the return or destruction of all confidential information provided to any Person (other than the Buyer or any of its representatives) that has entered into a confidentiality agreement with the Securityholder relating to any Acquisition Proposal or potential Acquisition Proposal and shall use all commercially reasonable efforts to ensure that such requests are honoured.

(4) The Securityholder agrees that, until the Voting Support Expiry Date, neither the Securityholder nor any representative thereof will knowingly, directly or indirectly (i)

solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of discussion, negotiation, furnishing information or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding, or that may reasonably be expected to lead to, any Acquisition Proposal, or (ii) engage or participate in any discussions or negotiations regarding, or provide any information with respect to or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, an effort or attempt by a Person (other than the Buyer and its representatives) to do or seek to do any of the foregoing regarding any Acquisition Proposal or potential Acquisition Proposal.

(5) The Securityholder agrees that, until the Voting Support Expiry Date, the Securityholder will promptly (and in any event within 2 Business Days) notify the Buyer, at first orally and then in writing, of any written proposal, inquiry, offer or request received after the date hereof (i) relating to an Acquisition Proposal or potential Acquisition Proposal or inquiry that could reasonably lead or be expected to lead to an Acquisition Proposal, (ii) for discussions or negotiations in respect of an Acquisition Proposal or potential Acquisition Proposal, (iii) for representation on the board of directors of the Company, or (iv) any material amendments to any of the foregoing. Such notice shall include the identity of the Person making such proposal, inquiry, offer or request, a description of the terms and conditions thereof and the Securityholder shall provide to the Buyer a copy of any written Acquisition Proposal and all written communications, and such details of the proposal, inquiry, offer or request, that the Buyer may reasonably request, provided that the Securityholder shall not be required to provide copies of preliminary, non-binding or informal communications or disclose confidential valuation or strategic analyses. The Securityholder agrees that, until the Voting Support Expiry Date, the Securityholder will keep the Buyer promptly and fully informed of the status, including any change to the material terms, of such proposal, inquiry, offer or request and shall respond promptly to all inquiries by the Buyer with respect thereto.

(6) The Securityholder hereby waives and agrees not to exercise any rights of appraisal or rights of dissent the Securityholder may have that may arise from the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (or any actions or steps reasonably required in furtherance thereof).

(7) The Securityholder agrees to notify the Buyer promptly of the amount of any new Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures, Existing Company Loans or other securities or rights to acquire securities of the Company acquired or controlled or directed, either directly or indirectly, by the Securityholder, if any, after the date hereof. Any such securities and rights to acquire securities shall be subject to the terms of this Agreement as though they were Securityholder's Securities on the date hereof.

(8) The Securityholder agrees to promptly notify the Buyer upon becoming aware of any Company Material Adverse Effect.

(9) The Securityholder hereby irrevocably consents to:

(a) details of this Agreement being set out in any information circular, listing statement, other public filing or other document, produced by the Company, the Buyer and/or on their behalf in connection with the transactions contemplated by this Agreement and the Arrangement Agreement pursuant to applicable Law; and

(b) this Agreement being made publicly available, including by filing by the Buyer on SEDAR+.

(10) If the Buyer concludes after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than pursuant to the Arrangement Agreement (including, without limitation, a take-over bid, merger, arrangement, consolidation or acquisition) on economic terms and conditions having consequences to each securityholder of the Company that are equivalent to or better than those contemplated by the Arrangement Agreement (any such transaction is referred to as an "**Alternative Transaction**"), the Securityholder agrees to support the completion of the Alternative Transaction in the same manner as the transactions contemplated by the Arrangement Agreement, including, in the case of a take-over bid, by causing all of the Securityholder's Securities to be validly tendered in acceptance of such take-over bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such take-over bid, and not withdrawing the Securityholder's Securities from such take-over bid except as expressly otherwise provided in this Agreement. In the event of any proposed Alternative Transaction, all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.

(11) The Securityholder agrees that, until the Voting Support Expiry Date, the Securityholder will not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement or any Alternative Transaction (or any actions or steps reasonably required in furtherance thereof).

Notwithstanding anything to the contrary in this Section 3.1, nothing herein shall require the Securityholder, if the Securityholder is a director or officer of the Company or any of its Affiliates, to take or refrain from taking any action in such Securityholder's capacity as a director or officer of the Company or any of its Affiliates prior to the Effective Date to the extent that doing so would be inconsistent with such Person's fiduciary duties under applicable Law, as determined in good faith. Notwithstanding anything to the contrary in this Agreement, nothing herein shall require the Securityholder, if the Securityholder is a director or officer of the Buyer or any of its Affiliates, to take or refrain from taking any action solely in such Securityholder's capacity as a director or officer of the Buyer or any of its Affiliates following the Effective Date to the extent that doing so would be inconsistent with such Person's fiduciary duties under applicable Law, as determined in good faith. [Notwithstanding anything to the contrary in this Agreement, nothing herein shall require the Securityholder, if the Securityholder is legal counsel to the Company or any of its Affiliates, to take or refrain from taking any action in such Securityholder's capacity as legal counsel to the Company or any of its Affiliates prior to the Effective Date to the extent that doing so would be inconsistent with such Person's professional duties and obligations of solicitor-client privilege, as determined in good faith.]

3.2 Covenants of the Securityholder (Standstill and Resale Restriction)

In consideration of the benefit that the Arrangement will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, during the period commencing on the Effective Date and ending on the date of termination of this Agreement in accordance with its terms, the Securityholder hereby irrevocably agrees and covenants in favour of the Buyer that:

(1) neither the Securityholder nor any of its Affiliates, principals, directors, general partners, officers, employees, members, agents or representatives, will, acting alone or "jointly or in concert" (within the meaning of applicable Laws) with any other Person, unless specifically consented to or directed in writing by the Buyer (for greater certainty, the Buyer shall be deemed to have consented to or directed any actions undertaken in furtherance of any Management Proposal), directly or indirectly:

(i) make, or induce any Person to make, any unsolicited take-over bid, or any other unsolicited merger or unsolicited going-private transaction involving the Company or the Buyer;

(ii) in any manner short sell, or agree to short sell, directly or indirectly, any securities of the Buyer, or enter into any derivative or hedging transaction that has the effect of establishing a net short position in respect of the securities of the Buyer;

(iii) propose or offer to enter into, directly or indirectly, any amalgamation, plan of arrangement, merger or business combination involving the Company or the Buyer or its subsidiaries or to purchase, directly or indirectly, a material portion of the property or assets of the Company or the Buyer or their respective subsidiaries;

(iv) in any manner short sell, or agree to short sell, directly or indirectly any securities of the Buyer;

(v) directly or indirectly "solicit" or participate or join with any Person in the "solicitation" of any "proxies" (as such term or corresponding term is defined in applicable Laws) to vote, or seek to influence any Person with respect to the voting of, any common shares or other securities of the Company or the Buyer;

(vi) deposit any common shares or other securities of the Company or the Buyer into a voting trust, or subject any common shares or other securities of the Company or the Buyer to any agreement or arrangement with respect to the voting of such securities, or enter into any other agreement or arrangement having similar effect with any Person who is not an Affiliate of the Securityholder;

(vii) seek, alone or jointly or in concert with others, (i) to requisition or call a meeting of the shareholders of the Company or the Buyer, (ii) to obtain representation on, or nominate or propose the nomination of any candidate for election to, the board of directors of the Company or the Buyer, other than as expressly provided in this Agreement, (iii) to change the size or composition of the board of the Company or the Buyer, or (iv) to effect the removal of any member of the board of directors of the Company or the Buyer or otherwise alter the composition of the board of directors of the Company or the Buyer, other than as expressly provided in this Agreement;

(viii) seek to control or to influence the management, the board or policies of the Company or the Buyer;

(ix) submit, or induce any Person to submit, any shareholder proposal to the Company or the Buyer;

(x) enter into any discussions, agreements or understandings with any Person with respect to or in contemplation of the foregoing, or advise, assist, support or encourage any Person to take any action inconsistent with the foregoing;

(xi) make any public disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing, including any private request to amend, waive or terminate any provision of this Agreement that would require the Company or the Buyer to make a public disclosure; or

(xii) directly or indirectly fund, finance, guarantee, or otherwise provide financial or logistical support (including the provision of information, data, analysis, strategic advice, or access to representatives) to any Person for the purpose of, or in connection with, any of the activities described in Sections 3.2(1)(i) through 3.2(1)(xi), or any proxy contest, consent solicitation, or other campaign to influence or change the management, board composition, or policies of the Buyer, or form, join, or participate in a "group" (within the meaning of applicable securities Laws) for the purpose of acquiring, holding, voting, or disposing of securities of the Buyer in a manner inconsistent with this Agreement.

(2) For the avoidance of doubt, the restrictions in this Section 3.2(1) shall apply only to Buyer Shares (including Consideration Shares) actually held by or under the control or direction of the Securityholder at the applicable time. The Securityholder shall not be required to hold a minimum number of Buyer Shares, and the standstill and voting support obligations in this Section 3.2 shall apply only in respect of Buyer Shares actually held by the Securityholder from time to time. For greater certainty, the Securityholder is not restricted from selling Buyer Shares (including Consideration Shares) at any time in the open market, subject to applicable securities Laws and the Resale Restriction in Section 3.2(4), and upon the sale or other bona fide disposition of any Buyer Shares (including Consideration Shares), such disposed shares shall cease to be subject to the standstill and voting support obligations under this Agreement. For greater certainty, the Securityholder is not restricted from exercising its voting rights in the ordinary course in a manner consistent with this Agreement.

(3) None of the provisions of Section 3.2 shall be construed to restrict the Securityholder from making confidential proposals to or communications with the board of directors of the Buyer and/or management of the Buyer with respect to routine business matters; provided, however, that (a) such proposals or communications shall not relate to, propose, or otherwise contemplate any matter that would, if publicly disclosed or pursued, constitute a breach of any of the standstill restrictions set forth in Section 3.2(1) (including any change of control transaction, proxy solicitation, board reconstitution, or management change), (b) the Securityholder shall not publicly disclose any such proposal or communication or use it as a basis for any public campaign, and (c) the making of any such proposal or communication shall not relieve the Securityholder of any obligation under this Section 3.2.

(4) Following the Effective Date, the Consideration Shares received by the Securityholder (including any Buyer Shares received in respect of the Securityholder's Company Shares, Company RSUs, Company Debentures and Existing Company Loans) will, subject to and following the expiry of any applicable lock-up and escrow periods under the Arrangement Agreement, be subject to the following resale restrictions (together, the "**Resale Restriction**"):

(i) subject to the exceptions set forth below in Section 3.2(4)(ii), the Securityholder may not sell more than 15% of the applicable volume, on the applicable Canadian or United States stock exchange, on any given day, and all such sales are to be made on or through the facilities of an exchange or market without a pre-arranged buyer;

(ii) the foregoing restrictions and covenants in Section 3.2(4)(i) shall not apply if the pre-arranged buyer is approved by the Buyer, acting reasonably, or if the Securityholder, the Buyer or their trading representatives, can find a "block trade buyer", such trade(s) may be executed in the context of the then applicable market price and shall be excluded from the 15% volume restriction in Section 3.2(4)(i), provided that the "block trade buyer" is not: (i) a competitor of the Buyer; (ii) a reporting insider (within the meaning of applicable Laws) of the Buyer; or (iii) an Affiliate of such entities in (i) or (ii) or a Person acting "jointly or in concert" (within the meaning of applicable Laws) of such entities in (i) through (iii); and

(iii) upon the written request by the Buyer, and no more than twice per quarter, the Securityholder shall deliver to the Buyer a written report that sets out the material details of any sales, including the sale price thereof.

The Securityholder further agrees and acknowledges that the Buyer, at its discretion, may place restrictive legends on any of the Consideration Shares to evidence the Resale Restriction contained in this Agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with the Buyer's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Consideration Shares subject to the Resale Restriction contrary to the provisions of this Agreement without any further act or approval on the part of the Securityholder.

(5) Following the Effective Date and until the date of termination of this Agreement in accordance with its terms, the Consideration Shares actually held by the Securityholder from time to time (including any Buyer Shares received in respect of the Securityholder's Company Shares, Company RSUs, Company Debentures and Existing Company Loans) will be subject to the following voting support obligations, provided that such obligations shall apply only in respect of Consideration Shares (or Buyer Shares) actually held by or under the control or direction of the Securityholder at the applicable time:

(a) **Agreement to Vote in Favour**. At any meeting of security holders of the Buyer, or at any adjournment or postponement thereof, or in any other circumstances upon which a vote, consent or other approval is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Consideration Shares to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Consideration Shares: (i) in favour of the approval, consent, ratification and adoption of the items recommended by a resolution of a majority of the board of directors of the Buyer (each, a "**Management Proposal**" and collectively, the "**Management Proposals**"); for the avoidance of doubt, a proposal or recommendation by any individual director, officer, or executive of the Buyer, without the approval of a majority of the board of directors of the Buyer, shall not constitute a Management Proposal; and (ii) in

favour of any other matter necessary for the consummation of the Management Proposals or any other transaction contemplated by the Management Proposals.

(b) **Agreement to Vote Against**. At any meeting of security holders of the Buyer or at any adjournment or postponement thereof or in any other circumstance upon which a vote, consent or other approval of all or some of the security holders of the Buyer is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Consideration Shares to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Consideration Shares against: (i) any proposals that have not been approved or recommended by a resolution of a majority of the board of directors of the Buyer, including any dissident slate of directors, any shareholder proposal submitted without the recommendation of a majority of the board of directors of the Buyer, and any proposal put forth by one or more individual directors, officers, or shareholders acting without the approval of a majority of the board of directors of the Buyer; and (ii) any action, proposal, transaction or agreement that could reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Securityholder under this Agreement, or (B) impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Management Proposals.

(c) **Delivery of Proxy**. The Securityholder agrees that it will, on or before the fifth Business Day prior to any meeting of security holders of the Buyer: (i) with respect to any Consideration Shares that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the management information circular prepared and distributed by or on behalf of the management of the Buyer (and not any dissident, competing, or alternative circular or proxy materials) and with a copy to the Buyer concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Management Proposals; and (ii) with respect to any Consideration Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Consideration Shares, with a copy to the Buyer concurrently, instructing that the Securityholder's Consideration Shares be voted in favour of the approval of the Management Proposals. Such proxy or proxies shall name those individuals as may be designated by the management of the Buyer in the management information circular (and shall not name any dissident proxy holder or any Person not designated by management of the Buyer) and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Buyer.

(d) The Securityholder agrees that it will not make any statements against any other agreement or transaction involving the Buyer or its Affiliates or any aspect of them and will not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such transactions or any aspect thereof.

(e) The Securityholder agrees that it will not do indirectly anything it may not do directly in respect of the restrictions on its rights with respect to the

Securityholder's Consideration Shares pursuant to this Section 3.2(5), including, but not limited to, the granting of a proxy on the securities of any direct or indirect holding company of the Securityholder which would have, indirectly, the effect prohibited by this Section 3.2(5).

(f) The Securityholder agrees that it will not take, or permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have.

(g) The Securityholder agrees that it will, in response to any request from the Buyer, confirm whether the action in Section 3.2(5) above has been taken.

(h) For the avoidance of doubt, the voting support obligations of the Securityholder under this Section 3.2(5) shall apply only in respect of Consideration Shares (or Buyer Shares) actually held by or under the control or direction of the Securityholder at the applicable time, and shall not be construed as a blanket restriction on the Securityholder's ability to sell or otherwise dispose of Consideration Shares or Buyer Shares, subject to compliance with the Resale Restriction and applicable securities Laws.

(6) The Securityholder shall not, and shall cause each of its Affiliates, associates, nominees, representatives, and any Person acting jointly or in concert with or at the direction of the Securityholder not to, take any action, directly or indirectly, that would have the effect of circumventing, avoiding, or rendering ineffective any of the restrictions or obligations set forth in this Section 3.2, including by acting through or in concert with any intermediary, special purpose vehicle, trust, nominee, or other arrangement. Any action taken by any such Person that would constitute a breach of this Section 3.2 if taken by the Securityholder directly shall be deemed a breach of this Agreement by the Securityholder.

ARTICLE 4
TERMINATION

4.1 Termination

(1) This Agreement shall come into force and effect as of the date set out on the first page of this Agreement and, except as provided below, shall continue in full force and effect until the earlier of:

(a) September 30, 2028;

(b) the date on which the Securityholder ceases to hold any Securityholder's Securities or Consideration Shares;

(c) the date on which this Agreement is terminated by the mutual written consent of the Securityholder and the Buyer;

(d) the termination of the Arrangement Agreement in accordance with its terms; or

(e) the dissolution or liquidation of the Buyer.

(2) Notwithstanding the valid termination of this Agreement pursuant to Section 4.1(1):

(a) any rights or obligations which have accrued or arisen under this Agreement prior to the effective time of such termination shall survive such termination unimpaired in accordance with the terms hereof; and

(b) nothing in this ARTICLE 4 shall relieve either Party for any breach of this Agreement prior to termination.

ARTICLE 5
GENERAL

5.1 Co-operation/Further Assurances

The Buyer and the Securityholder will from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 Survival of Representations and Warranties

The representations and warranties of the Securityholder contained herein shall survive for a period of two years after the date of this Agreement. No investigations made by or on behalf of the Buyer or any of its representatives at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty or covenant made by the Securityholder in or pursuant to this Agreement.

5.3 Disclosure

Except as required by applicable Laws, the Securityholder shall not make any public announcement or statement with respect to this Agreement or the Arrangement Agreement without the prior written approval of the Buyer. If the Securityholder is required by applicable Laws to make such public announcement or statement, the Securityholder will use commercially reasonable efforts to provide reasonable notice of such announcement or statement to the Buyer, including the proposed text of such announcement or statement, and provide the Buyer with a reasonable opportunity to review and comment on the same, which comments shall be reasonably considered by the Securityholder.

5.4 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and the Buyer agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

5.5 Specific Performance and other Equitable Rights

Each of the Parties agrees that irreparable harm would occur for which monetary damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by the other Party in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or to otherwise obtain specific performance of any such provisions, including, without limitation, mandatory injunctions compelling the Securityholder to (a) vote or cause to be voted all Consideration Shares in accordance with

Section 3.2(5), (b) deliver proxies in accordance with this Agreement, (c) comply with the standstill restrictions in Section 3.2(1), and (d) comply with the Resale Restriction in Section 3.2(4), any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived, and the other Party hereto will not take any action, directly or indirectly, in opposition to the Party seeking relief on the grounds that any other remedy or relief is available at Law or in equity.

Without limiting the generality of the foregoing, the Securityholder irrevocably and unconditionally: (a) consents to the granting of interim and/or permanent injunctive relief, including mandatory orders, in favour of the Buyer to restrain or compel compliance with any of the Securityholder's obligations under Sections 3.2(1), 3.2(4) and 3.2(5) of this Agreement, without the need for the Buyer to prove actual damages or post any bond or other security; (b) agrees not to oppose, contest or raise any objection to, any application by the Buyer for injunctive relief or specific performance in respect of a breach or threatened breach of Sections 3.2(1), 3.2(4) or 3.2(5), on any grounds whatsoever, including the adequacy of monetary damages as a remedy; (c) acknowledges that the obligations under Sections 3.2(1), 3.2(4) and 3.2(5) are of a special, unique and extraordinary character and that a breach or threatened breach of any such obligation will cause irreparable injury to the Buyer for which monetary damages alone would not be an adequate remedy; and (d) waives any requirement for the Buyer to establish a balance of convenience or irreparable harm as a precondition to obtaining injunctive or other equitable relief in respect of any breach or threatened breach of Sections 3.2(1), 3.2(4) or 3.2(5).

5.6 Expenses

Each of the Parties shall bear all costs and expenses incurred by it in connection with this Agreement. Notwithstanding the foregoing, the Securityholder agrees to indemnify and hold harmless, to the maximum extent permitted by Law in effect on the date hereof, or as such Laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, the Buyer, its directors and officers, employees, agents and representatives (collectively, the "**Indemnitees**") against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including legal, accounting and other professional costs, fees and disbursements and any taxes thereon, with legal fees on a solicitor-and-own-client (full indemnity) basis) caused by, resulting from, arising out of, based upon or related to: any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Securityholder under this Agreement.

Notwithstanding anything to the contrary herein, the Securityholder's aggregate monetary liability for any breach of Sections 3.2(1), 3.2(4) or 3.2(5) of this Agreement (excluding, for certainty, equitable remedies) shall not exceed the higher of (i) the aggregate value of Consideration Shares (calculated based on the Consideration Share Price (as defined in the Arrangement Agreement)) issued to the Securityholder (and, where applicable, the Securityholder's Affiliates who are parties to a voting support and standstill agreement with the Buyer in respect of the same transactions) pursuant to the Arrangement, and (ii) the aggregate market value (calculated based on the volume weighted average trading price of the Buyer Shares on the Exchange for the ten (10) trading day period ending on the trading day immediately preceding the date of the breach) of all Buyer Shares held by or under the control or direction of the Securityholder and its Affiliates at the time of such breach (the "**Standstill Liability Cap**"). For the avoidance of doubt, the Standstill Liability Cap applies solely to monetary and compensatory damages (including actual damages, consequential damages, and all costs, fees and expenses, including legal fees on a complete indemnity basis) and shall not limit, restrict or otherwise affect the Buyer's right to obtain equitable relief (including injunctive relief, mandatory orders and specific performance) under Section 5.5 of this Agreement, which remedies shall remain fully available without any limitation whatsoever.

For all other breaches of this Agreement by the Securityholder, the Securityholder's aggregate liability hereunder shall not exceed (i) in the event the Effective Date has occurred, the aggregate value of consideration received by the Securityholder pursuant to the transactions contemplated by the Arrangement Agreement, or (ii) in the event the Effective Date has not occurred, the aggregate value of consideration the Securityholder would be entitled to receive pursuant to the transactions contemplated by the Arrangement Agreement based on the Ten-Day VWAP of the Buyer Shares commencing the first full Business Day following the public announcement of the Arrangement Agreement.

5.7 Amendment and Waiver

Each Party hereto agrees and confirms that:

(a) any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification, by the Securityholder and the Buyer or in the case of a waiver, by the Party against whom the waiver is to be effective; and

(b) no failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

5.8 Entire Agreement

This Agreement and the Arrangement Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

5.9 Notices

Any notice, consent, request, claim, demand, waiver, direction or other communication required or desired to be given under this Agreement by a Party (a "**notice**") shall be in writing and may be given by facsimile or email transmission, to the extent the coordinates for such transmission are provided below, or by courier addressed to the Party to which the notice is to be given at its address for service as provided below. Any notice shall, if couriered, be deemed to have been given and received on the date on which it was couriered to the address as provided below; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day, and if sent by facsimile or email transmission, be deemed to have been given and received on the day of receipt; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day and provided that if the notice is actually received after 4:30 p.m. in the place of receipt on a Business Bay it will be deemed to have been given and received on the next Business Day.

(1) If to the Buyer, at the address set forth in the Arrangement Agreement.

(2) If to the Securityholder, at the address set forth on the signature page hereto.

5.10 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

(a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and

(b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

5.11 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that neither Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party hereto, except that the Buyer may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an Affiliate without reducing its own obligations hereunder without the consent of the Securityholder.

5.12 Independent Legal Advice

The Securityholder acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Securityholder further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

5.13 Non-Public Information

The Securityholder acknowledges and agrees that this Agreement and all information related to the transactions contemplated by the Arrangement Agreement contain material non-public information and that Canadian securities Laws impose restrictions on the Securityholder trading any securities of the Buyer and on informing others of such material non-public information until such information is announced by the Buyer by way of press release or is otherwise generally disclosed to the public. The Securityholder should seek advice of legal counsel before doing any of the foregoing.

5.14 Electronic Delivery and Counterparts

This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

This Agreement has been agreed and accepted as of the date first written above.

RED LIGHT HOLLAND CORP.

By: _____
Name:
Title:

[Securityholder Signature Page Follows]

If a corporation, trust, partnership or other entity:

_____
Name of Entity

_____
Signature of Person Signing

_____
Title of Person Signing

If an individual:

_____
Signature

_____
Name of Individual

Address: _____

_____

E-mail: _____

Schedule A – Securityholder's Securities

Company Shares

Number of Company Shares:

Company Options

Number of Company Options:

Company RSUs

Number of Company RSUs:

Company Warrants

Number of Company Warrants:

Company Debentures

Principal Amount of Company Debentures: $_____

Accrued Interest: $_____

Existing Company Loans

Principal Amount of Existing Company Loans: $_____

Accrued Interest: $_____

Schedule E
Form of Escrow Agreement

(See attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "**Escrow Agreement**") is made as of the Effective Date (as defined below), by and among Red Light Holland Corp., an Ontario corporation (address set out in the signature block) ("**Red Light**"), each of the persons listed on Schedule A hereto (addresses set out on Schedule A hereto) (each, an "**Escrowed Shareholder**" and collectively, the "**Escrowed Shareholders**"), Benjamin Lightburn, in his capacity as the representative of the Escrowed Shareholders (address set out in the signature block) (the "**Escrow Representative**"), and Garfinkle Biderman LLP (address set out in the signature block) (the "**Escrow Agent**"). Capitalized terms used in this Escrow Agreement and not otherwise defined herein shall have the meanings set forth in the Arrangement Agreement.

WHEREAS:

A. Red Light and Filament Health Corp. (the "**Company**") are parties to an arrangement agreement dated as of ●, 2026 (as amended or supplemented from time to time, the "**Arrangement Agreement**"), pursuant to which Red Light proposes to acquire all of the outstanding common shares of the Company by way of a plan of arrangement (the "**Arrangement**") under the *Business Corporations Act* (British Columbia);

B. pursuant to the Arrangement Agreement, on the Effective Date, 7.5% of the aggregate Consideration Shares (including the Conversion Shares) issuable under the Arrangement (being 13,683,559 Buyer Shares in the aggregate,, the "**Escrowed Shares**") shall be contributed to escrow by the Escrowed Shareholders (each of whom is receiving Buyer Shares as a Company Shareholder, Existing Company Creditor, Existing Company Debentureholder and/or Transaction Bonus Recipient under the Arrangement) and deposited with the Escrow Agent (the "**Escrow Account**"), to be held and distributed in accordance with this Escrow Agreement. The number of Escrowed Shares to be contributed by each Escrowed Shareholder is set forth opposite such Escrowed Shareholder's name on Schedule A (such Escrowed Shareholder's "**Pro Rata Escrow Shares**");

C. for the avoidance of doubt, each Escrowed Shareholder shall be entitled to all economic and voting rights attaching to such Escrowed Shareholder's Pro Rata Escrow Shares while held in escrow, including the right to receive all dividends declared, made or paid after the Effective Date, the right to vote such Escrowed Shares at any meeting of Red Light shareholders, and rights on any liquidation of Red Light;

D. the Arrangement Agreement provides that the Escrowed Shares shall be held by the Escrow Agent for the purpose of satisfying claims by Red Light arising from (a) any breach of any covenant of the Company in the Arrangement Agreement, or (b) any breach or inaccuracy of any representation or warranty of the Company in the Arrangement Agreement (each, a "**Claim**");

E. the Arrangement Agreement provides that, subject to this Escrow Agreement, the Escrow Agent shall release 50% of the Escrowed Shares to the Escrowed Shareholders (pro rata) on the First Release Date (as defined herein) and the remaining Escrowed Shares on the Second Release Date (as defined herein);

F. each Escrowed Shareholder has appointed Benjamin Lightburn as the Escrow Representative with full power and authority to act on behalf of all Escrowed Shareholders under this Escrow Agreement, including to deliver and receive all notices, negotiate, settle, compromise or contest any Claim, and to execute and deliver Cancellation Notices and Release Notices (each as defined herein) on behalf of the Escrowed Shareholders;

G. the Escrowed Shareholders shall be severally liable (and, for greater certainty, not jointly and severally liable) for all obligations under this Escrow Agreement; and

H. as used herein: (a) "**Effective Date**" means the effective date of the Arrangement; (b) "**First Release Date**" means the date that is six months following the Effective Date; (c) "**Second Release Date**" means the date that is twelve months following the Effective Date (the "**Expiry Date**"); and (d) "**Depositary**" has the meaning given in the Arrangement Agreement;

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I.
TERMS OF THE ESCROW

1.1 **Establishment of Escrow**. The Company, Red Light and the Escrowed Shareholders hereby appoint the Escrow Agent as escrow agent, and the parties hereby agree to the establishment of the Escrow Account with the Escrow Agent, and the Escrow Agent agrees to hold the Escrowed Shares in the Escrow Account in accordance with the terms and conditions of the Arrangement Agreement and this Escrow Agreement. On the Effective Date (or as soon as practicable thereafter), each Escrowed Shareholder shall cause the Depositary to deposit such Escrowed Shareholder's Pro Rata Escrow Shares with the Escrow Agent. Red Light shall cooperate with the Escrowed Shareholders and the Depositary to facilitate the deposit of the Escrowed Shares.

1.2 **Scheduled Release**. Subject to Sections 1.3 and 1.4, on the first Business Day following the First Release Date, the Escrow Agent shall release and deliver to the Escrowed Shareholders (pro rata in proportion to each Escrowed Shareholder's remaining Pro Rata Escrow Shares) 50% of the Escrowed Shares (or such lesser amount if Sections 1.3 and 1.4 are triggered) remaining in the Escrow Account (net of any Escrowed Shares that have been the subject of a Cancellation Notice) and on the first Business Day following the Expiry Date, the Escrow Agent shall release and deliver to the Escrowed Shareholders (pro rata) the remaining Escrowed Shares in the Escrow Account. To the extent there is a Disputed Claim, any remaining Escrowed Shares in the Escrow Account following the Expiry Date shall continue to be held by the Escrow Agent until it has received, in respect of the disposition of those Escrowed Shares, a Cancellation Notice or a Release Notice.

1.3 **Claims and Cancellation**.

(a) **Claim Notice**. To make a Claim, Red Light shall deliver written notice to the Escrow Agent and the Escrow Representative (a "**Claim Notice**") setting forth in reasonable detail: (i) the nature of the Claim; (ii) whether the Claim arises from a breach of covenant or a breach or inaccuracy of a representation or warranty of the Company under the Arrangement Agreement; (iii) the section(s) of the Arrangement Agreement giving rise thereto; and (iv) a reasonable estimate of the amount of the Claim (the "**Claimed Amount**").

(b) **Escrow Share Value**. The Claimed Amount shall be converted into a number of Escrowed Shares (the "**Forfeited Shares**") by dividing the Claimed Amount by the Escrow Share Value (as defined below). For the purposes of this Escrow Agreement, "**Escrow Share Value**" means, with respect to any Escrowed Shares that become Forfeited Shares, an amount per Buyer Share equal to the deemed issue price per Buyer Share used to calculate the Consideration Shares pursuant to the Arrangement Agreement. Notwithstanding this Section 1.3(b), upon receipt of a Claim Notice (or, in the case of a Disputed Claim, upon final

resolution thereof), the Escrow Representative may, by written notice to the Escrow Agent and Red Light delivered within ten (10) Business Days following the date on which a Cancellation Notice would otherwise be delivered (or, in the case of a Disputed Claim, within ten (10) Business Days following the date on which the Disputed Claim is finally resolved by agreement, arbitral award or court order) (a "**Cash Election Notice**"), elect on behalf of all or any of the Escrowed Shareholders to satisfy the Claimed Amount (or such portion thereof as has been finally determined) in cash in lieu of forfeiture of Escrowed Shares. If a Cash Election Notice is validly delivered:

a. the Escrowed Shareholders identified therein shall pay to Red Light, by wire transfer of immediately available funds to an account designated by Red Light, the Claimed Amount (or such lesser amount as has been agreed or finally determined) within fifteen (15) Business Days following delivery of the Cash Election Notice (the "**Cash Settlement Date**");
b. upon receipt by Red Light of the full cash payment, the Escrow Representative and Red Light shall promptly deliver a joint written instruction to the Escrow Agent directing the release to the applicable Escrowed Shareholders of the Escrowed Shares that would otherwise have constituted Forfeited Shares in respect of such Claim; and
c. if the Escrowed Shareholders fail to remit the full cash payment on or before the Cash Settlement Date, the Cash Election Notice shall be deemed to have been revoked and the Forfeited Shares shall be returned to Red Light for cancellation.

(c) **Objection Period**. If the Escrow Representative does not deliver a written objection to the Claim Notice to Red Light and the Escrow Agent within 30 days of receipt (the "**Objection Period**"), the Claim shall be deemed to have been accepted by the Escrowed Shareholders, and the Escrow Representative and Red Light shall promptly deliver a joint written notice to the Escrow Agent (a "**Cancellation Notice**") instructing the Escrow Agent to return the Forfeited Shares to Red Light for cancellation.

(d) **Disputed Claims**. If the Escrow Representative delivers a written objection within the Objection Period, such Claim shall become a "**Disputed Claim**" and Section 1.4 shall apply.

(e) **Cancellation**. Upon receipt of a Cancellation Notice (whether following acceptance, deemed acceptance, or resolution of a Disputed Claim), the Escrow Agent shall return the Forfeited Shares to Red Light for cancellation (or instruct the transfer agent accordingly). The Forfeited Shares shall be drawn solely from the Pro Rata Escrow Shares of each Escrowed Shareholder on a several and pro rata basis in proportion to each Escrowed Shareholder's remaining Pro Rata Escrow Shares. If the number of Forfeited Shares is less than the total number of remaining Escrowed Shares, Red Light shall cooperate with the transfer agent to ensure that the remaining Escrowed Shares continue to be held in the Escrow Account. In no event shall any Escrowed Shareholder be required to forfeit Escrowed Shares in excess of such Escrowed Shareholder's Pro Rata Escrow Shares, and no Escrowed Shareholder shall have any obligation to satisfy any shortfall attributable to another Escrowed Shareholder.

(f) **Joint Instruction**. The Escrow Agent may also process a Cancellation Notice upon receipt of: (i) a joint written notice signed by the Escrow Representative (on behalf of the Escrowed Shareholders) and Red Light; or (ii) a certified copy of a final, non-appealable order of a court of competent jurisdiction or arbitral award.

(g) **Several Liability**. Each Escrowed Shareholder's liability in respect of any Claim shall be

several only and not joint, and shall be limited exclusively to such Escrowed Shareholder's Pro Rata Escrow Shares. No Escrowed Shareholder shall have any liability for, or be required to contribute Escrowed Shares in respect of, any Claim attributable to any other Escrowed Shareholder.

1.4 Disputed Claims.

(a) Upon a Claim becoming a Disputed Claim, Red Light may deliver a written notice to the Escrow Agent and the Escrow Representative (a "**Disputed Claim Notice**") instructing the Escrow Agent to withhold from any scheduled release under Section 1.2 such number of Escrowed Shares that would be forfeitable if the Claim were established in full. A Disputed Claim Notice shall include: (i) a written description of the factual basis for the Claim; and (ii) a reasonable calculation of the amount sought to be secured from escrow.

(b) Upon receipt of a Disputed Claim Notice, the Escrow Agent shall hold such number of Escrowed Shares in the Escrow Account until it has received: (i) a joint written instruction from the Escrow Representative (on behalf of the Escrowed Shareholders) and Red Light authorizing the release of all or a portion of such Escrowed Shares to the Escrowed Shareholders (a "**Release Notice**"); (ii) a Cancellation Notice in respect of all or a portion of such Escrowed Shares; or (iii) a certified copy of a final, non-appealable order of a court of competent jurisdiction or arbitral award.

(c) Red Light and the Escrow Representative shall negotiate in good faith for a period of 30 days following the Disputed Claim Notice to resolve the Disputed Claim. If not resolved within such period, either Red Light or the Escrow Representative may submit the Disputed Claim to binding arbitration in accordance with the *Arbitration Act* (British Columbia), before a single arbitrator in Vancouver, British Columbia. If Red Light does not commence arbitration in respect of a Disputed Claim within 60 days of the expiration of such good faith negotiation period, then, notwithstanding anything to the contrary herein, the Escrow Agent shall, upon written notice from the Escrow Representative, release all Escrowed Shares withheld in respect of such Disputed Claim, and Red Light shall have no further right to withhold Escrowed Shares in respect thereof.

(d) Nothing in this Section 1.4 shall restrict the release to the Escrowed Shareholders (in accordance with Section 1.2) of any Escrowed Shares not the subject of a Disputed Claim Notice.

1.5 **Escrow Representative**.

(a) Each Escrowed Shareholder hereby irrevocably appoints Benjamin Lightburn as the Escrow Representative, with full power and authority to act as agent and attorney-in-fact for and on behalf of such Escrowed Shareholder in connection with this Escrow Agreement, including the power and authority to: (i) receive and review Claim Notices on behalf of all Escrowed Shareholders; (ii) negotiate, contest, settle or compromise any Claim or Disputed Claim on behalf of all Escrowed Shareholders; (iii) deliver or withhold delivery of Cancellation Notices, Release Notices or objections to Claim Notices; (iv) engage legal counsel and other advisors at the cost of the Escrowed Shareholders (pro rata in proportion to their respective Pro Rata Escrow Shares); and (v) take any and all other actions that the Escrow Representative deems necessary or appropriate under this Escrow Agreement.

(b) Red Light and the Escrow Agent shall be entitled to rely conclusively on any instruction, notice

or direction given by the Escrow Representative as if given by all Escrowed Shareholders, and shall have no liability to any Escrowed Shareholder for acting in accordance therewith.

(c) The Escrow Representative shall not be liable to any Escrowed Shareholder for any action taken or omitted to be taken in good faith in his capacity as Escrow Representative. The Escrowed Shareholders shall, pro rata in proportion to their respective Pro Rata Escrow Shares, indemnify and hold harmless the Escrow Representative from all losses, damages, costs and expenses (including reasonable legal fees) incurred in connection with the performance of his duties hereunder, except to the extent caused by the Escrow Representative's gross negligence, fraud or willful misconduct.

(d) The Escrow Representative may resign upon 60 days' written notice to Red Light, the Escrowed Shareholders and the Escrow Agent. Upon such resignation, the Escrowed Shareholders holding a majority of the then-remaining Pro Rata Escrow Shares shall appoint a successor Escrow Representative, subject to the consent of Red Light, acting reasonably.

1.6 **Escrow Agent Fee**. The Escrow Agent shall receive a fee of $2,500 from Red Light for acting as Escrow Agent. Other than such fee, the Escrow Agent shall not be entitled to any fee for acting in such capacity. In the event that the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated by Red Light for such services and reimbursed by Red Light for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event.

1.7 **Release of Escrow Agent**. Upon release or return of all Escrowed Shares pursuant to the terms hereunder, the Escrow Agent shall be relieved of further obligations and released from all liability under this Escrow Agreement.

1.8 **Conflict Waiver**. Each Escrowed Shareholder and the Escrow Representative acknowledge that the Escrow Agent is acting as counsel for Red Light in connection with the Arrangement Agreement and each Escrowed Shareholder and the Escrow Representative hereby waives any conflict of interest or breach of any duty relating to the Escrow Agent acting in such capacity.

1.9 **Sole Recourse**. The Escrowed Shareholders' sole liability under this Escrow Agreement shall be limited to their respective Pro Rata Escrow Shares. Red Light's sole and exclusive recourse in respect of any Claim shall be to the Escrowed Shares, valued in accordance with Section 1.3(b). Red Light shall have no right to make any claim against any Escrowed Shareholder personally (other than to the extent of such Escrowed Shareholder's remaining Pro Rata Escrow Shares) or against any Consideration Shares or Conversion Shares that have been released from escrow and delivered to an Escrowed Shareholder or any other Company Shareholder.

ARTICLE II.
MISCELLANEOUS

2.1 No waiver or any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

2.2 **Notices**. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and delivered to the applicable party at the address set out opposite such party's name on the signature pages hereto (or, in the case of any Escrowed

Shareholder, at the address set out opposite such Escrowed Shareholder's name on Schedule A) or such other address as may be notified by one party to the others from time to time and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via email prior to 5:30 p.m. (Eastern Time) on a Business Day; (b) the next Business Day after the date of transmission, if such notice or communication is delivered via email on a day that is not a Business Day or later than 5:30 p.m. (Eastern Time) on any Business Day; (c) the 2nd Business Day following the date of mailing, if sent by an internationally recognized courier service; or (d) upon actual receipt by the party to whom such notice is required to be given.

Delivery of any notice, instruction or direction to the Escrow Representative shall constitute delivery to all Escrowed Shareholders for the purposes of this Escrow Agreement.

2.3 This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties and to the benefit of the permitted successors and permitted assigns of the parties hereto.

2.4 This Escrow Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Escrow Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the parties to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein (and no party shall be deemed as agent of the other).

2.5 Whenever required by the context of this Escrow Agreement, the singular shall include the plural and masculine shall include the feminine. This Escrow Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties had prepared the same.

2.6 **Governing Law**. The parties hereto expressly agree that this Escrow Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the Province of British Columbia. Any action to enforce, arising out of, or relating in any way to, any provisions of this Escrow Agreement shall only be brought in the Province of British Columbia.

2.7 The Escrow Agent's duties hereunder may be altered, amended, modified or revoked only by written consent of the parties hereto.

2.8 The Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by the Escrow Agent to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be personally liable for any act the Escrow Agent may do or omit to do hereunder as the Escrow Agent while acting in good faith and in the absence of gross negligence, fraud and willful misconduct.

2.9 The Escrow Agent is hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or processes of courts of law and is hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case the Escrow Agent obeys or complies with any such order, judgment or decree, the Escrow Agent shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

2.10 The Escrow Agent shall not be liable in any respect on account of the identity, authorization or rights of the parties executing or delivering or purporting to execute or deliver any documents or papers deposited or called for hereunder in the absence of gross negligence, fraud and willful misconduct.

2.11 The Escrow Agent shall be entitled to employ such legal counsel and other experts as the Escrow Agent may deem necessary properly to advise the Escrow Agent in connection with the Escrow Agent's duties hereunder, may rely upon the advice of such counsel, and may pay such counsel reasonable compensation; provided that the costs of such compensation shall be borne by the Escrow Agent except as provided in Section 1.6 hereof. Each Escrowed Shareholder confirms that he, she or it had the opportunity to consult with independent counsel regarding this Escrow Agreement.

2.12 The Escrow Agent's responsibilities as escrow agent hereunder shall terminate if the Escrow Agent shall resign by giving written notice to the Escrow Representative and Red Light at least 30 days in advance of such resignation. Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor escrow agent shall continue to act as Escrow Agent until a successor is approved and qualified to act as Escrow Agent. In the event of any such resignation, Red Light shall appoint a successor escrow agent at the sole cost of Red Light, subject to consent of the Escrow Representative, acting reasonably, and the Escrow Agent shall deliver to such successor escrow agent any Escrowed Shares held by the Escrow Agent. Upon delivery of the Escrowed Shares to a successor escrow agent in accordance with this Section 2.12, the Escrow Agent shall thereafter be discharged from any further obligations hereunder, and all power, authority, duties and obligations of the Escrow Agent shall apply to any successor agent.

2.13 If the Escrow Agent reasonably requires other or further instruments in connection with this Escrow Agreement or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments (at the sole cost of Red Light).

2.14 Save as otherwise provided for in this Escrow Agreement and the Arrangement Agreement, it is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the documents (if any) or the Escrowed Shares held by the Escrow Agent hereunder, the Escrow Agent is authorized and directed in the Escrow Agent's sole discretion (i) to retain in the Escrow Agent's possession without liability to anyone all or any part of said documents or the Escrowed Shares until such disputes shall have been settled either by mutual written agreement of the parties concerned by a final order, decree or judgment or a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but the Escrow Agent shall be under no duty whatsoever to institute or defend any such proceedings, or (ii) to deliver the Escrowed Shares and any other property and documents held by the Escrow Agent hereunder to a court of competent jurisdiction in the Province of British Columbia in accordance with the applicable procedure therefore.

2.15 Red Light agrees to defend, indemnify and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "**Indemnified Parties**") from and against any and all losses, liabilities, claims made by any party or any other person or entity, damages, expenses and costs (including, without limitation, attorneys' fees and expenses) of every nature whatsoever (collectively, "**Losses**") which any such Indemnified Party may incur and which arise directly or indirectly from this Escrow Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as the Escrow Agent hereunder; provided, however, that no Indemnified Party shall be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been directly caused by such Indemnified Party's gross negligence or willful misconduct. In no event shall the indemnity from Red Light exceed the value

of the Escrowed Shares. The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

2.16 This Escrow Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be on and the same agreement. A signed copy of this Escrow Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Escrow Agreement.

2.17 References to the Escrow Agent, Red Light, Escrow Representative and/or the Escrowed Shareholders in this Escrow Agreement shall include their successors in title and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

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

RED LIGHT HOLLAND CORP.

By:_____
Name: Todd Shapiro
Title: Chief Executive Officer

Address: 1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Email: [redacted] **[Redacted: confidential information.]**

BENJAMIN LIGHTBURN, solely in his capacity as ESCROW REPRESENTATIVE

_____
Benjamin Lightburn

Address:

Email: [redacted] **[Redacted: confidential information.]**

GARFINKLE BIDERMAN LLP

_____
By:
Name: Shimmy Posen
Title: Partner
Address: 1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Email: sposen@garfinkle.com

ESCROWED SHAREHOLDERS:

See Exhibit I to Schedule A attached hereto.

SCHEDULE A
ESCROWED SHAREHOLDERS AND PRO RATA ESCROW SHARES

Escrowed Shareholder	Address / Email	Pro Rata Escrow Shares
	Email:	
	Email:	
	Email:	
	Email:	
	Email:	
	Email:	
TOTAL		13,683,559

The signature page for each of the Escrowed Shareholder is attached hereto as Exhibit I to Schedule A.

EXHIBIT I
TO SCHEDULE A OF ESCROW AGREEMENT
ESCROWED SHAREHOLDER SIGNATURE PAGES

ESCROWED SHAREHOLDER

[If the Escrowed Shareholder is a corporation, complete the following]

Print Name of Escrowed Shareholder: _____

Signature of Authorized Signatory: _____

Print Name of Authorized Signatory: _____

Print Title of Authorized Signatory: _____

[If the Escrowed Shareholder is an individual, complete the following]

SIGNED in the presence of:)

_____)
Signature)

_____)
Print Name) Signature of Escrowed Shareholder

_____)
Address)

_____) _____
) Name of Escrowed Shareholder

_____)
Occupation

Schedule F
Form of Non-Competition Agreement

(See attached)

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement, dated as of **[DATE]**, 2026, is entered into between **[INDIVIDUAL/ENTITY]** (the "**Restricted Party**"), Red Light Holland Corp. ("**Red Light**"), Filament Health Corp. ("**Filament**") and Psilo Scientific Ltd. ("**Psilo**" and, together with Red Light and Filament, the "**Resulting Issuers**")

WHEREAS

A. Red Light and Filament are parties to the Arrangement Agreement (as defined herein), pursuant to which Red Light proposes to acquire all of the outstanding common shares of Filament by way of a plan of arrangement under the *Business Corporations Act* (British Columbia) (the "**Arrangement**").

B. The Restricted Party has acted as a **[director/officer]** of Filament and/or Psilo.

C. The Restricted Party holds shares, options, warrants and/or restricted share units of Filament and shall derive a valuable benefit upon the closing of the transactions contemplated by the Arrangement Agreement.

D. The obligations of Red Light under the Arrangement Agreement are subject to the condition that the Restricted Party execute and deliver this Agreement.

E. The Restricted Party acknowledges that Red Light would not have entered into the Arrangement Agreement or agreed to complete the Arrangement but for the Restricted Party's agreement to the covenants and agreements set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and in consideration of the valuable benefit to be derived by the Restricted Party pursuant to the Arrangement, the parties hereby agree as follows:

ARTICLE 1
Definitions and Interpretation

1.1 Definitions. The following terms have the meanings specified or referred to in this Article:

"**Affiliate**" means with respect to any Person, a Person that directly or indirectly controls, is controlled by or is under common control with, any such Person. The term "control" (including the terms "controlled by" or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, equity interests, by contract or otherwise.

"**Agreement**" means this Non-Competition and Non-Solicitation Agreement, as it may be amended or supplemented from time to time.

"**Arrangement Agreement**" means the arrangement agreement between Red Light and Filament dated as of ●, 2026, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"**Business**" means the research, development, manufacture, production, processing, extraction, formulation, testing, sale, distribution, marketing, licensing, import, export, and commercialization of (a) natural psilocybin and psilocin products, and (b) any product, compound, formulation, or therapeutic containing, derived from, or based on any of the following substances: psilocybin, psilocin, ketamine (including esketamine and arketamine), cocaine, N,N-dimethyltryptamine (DMT), or 3,4-methylenedioxymethamphetamine (MDMA), including any analogue, salt, isomer,

ester, ether, or derivative thereof, in each case as such business is conducted by the Resulting Issuers (including, for greater certainty, the business of Filament, Psilo and Red Light and their respective Subsidiaries) as of the Effective Date or by any of the Resulting Issuers or their Subsidiaries at any time during the Restricted Period.

"**Effective Date**" means the effective date of the Arrangement as defined in the Arrangement Agreement.

"**Person**" means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, regulatory body or agency, government or governmental agency or authority, unincorporated organization, trust, association or other entity.

"**Restricted Period**" means the period commencing on the Effective Date and ending on the third anniversary of the Effective Date; provided that, if the Restricted Party is employed by or engaged as a consultant to Red Light or any of its Subsidiaries (including Filament or Psilo) following the Effective Date, the Restricted Period shall instead mean the period commencing on the Effective Date and ending on the third (3rd) anniversary of the date on which such employment or engagement terminates or expires.

"**Restrictive Covenants**" has the meaning set forth in Section 5.1.

"**Subsidiary**" has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions*.

"**Tax Act**" means the Income Tax Act (Canada).

"**Territory**" means worldwide.

1.2 **Interpretation**. For purposes of this Agreement: (a) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles and Sections mean the Articles and Sections of this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

ARTICLE 2
Non-Competition

2.1 **[Non-Competition**. Subject to Section 2.2, during the Restricted Period, the Restricted Party shall not, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, as a principal, agent, director, officer, employee, consultant, partner, lender, investor, or shareholder:

(a) carry on or be engaged in any business undertaking or activity;

(b) have any financial or other interest (including an interest by way of any compensation arrangement) in or in respect of the business of any Person that carries on or is engaged in a business; or

(c) advise, assist, invest in, lend money to, guarantee the debts or obligations of, or permit the use of the Restricted Party's name or trade name or any part thereof by, any Person that carries on a business,

in the Territory that is the same as, or substantially similar to, or that competes with or would compete with the Business carried on by any of the Resulting Issuers or their Subsidiaries as of, or at any time after, the Effective Date.]

2.2 **Exception**. Nothing herein shall prevent the Restricted Party or any Affiliate of the Restricted Party from acquiring not more than 2.0% of any class or series of shares or other securities of a Person that are listed and posted for trading on any stock exchange in or outside Canada or that are traded in any over-the-counter market in or outside Canada.

ARTICLE 3
Non-Solicitation

3.1 **Employees**. The Restricted Party shall not, during the Restricted Period, directly or indirectly, solicit for employment, hire or otherwise contract for the services of, or aid in the solicitation, hiring or contracting for, the services of any employee of any of the Resulting Issuers or their respective Subsidiaries; provided that nothing in this Section 3.1 shall prohibit the Restricted Party from making general solicitation advertisements that are not targeted at any employee of any of the Resulting Issuers or their respective Subsidiaries or from hiring any such employee that responds to a general solicitation advertisement.

3.2 **[Customers**. The Restricted Party shall not, during the Restricted Period, directly or indirectly, solicit or contract with any Person who was a material customer or client of the Business at any time during the one-year period preceding the Effective Date for the purpose of selling to those customers or clients any products or services in the Territory that are the same as, substantially similar to, or in any way competitive with the products or services of the Business carried on by any of the Resulting Issuers or their Subsidiaries as of, or at any time after, the Effective Date.

3.3 **Suppliers**. The Restricted Party shall not, during the Restricted Period, directly or indirectly, knowingly interfere or attempt to interfere with the Business or persuade or attempt to persuade any Person who was a supplier to the Business at any time during the one-year period preceding the Effective Date to discontinue or alter such Person's relationship with any of the Resulting Issuers or their respective Subsidiaries.]

ARTICLE 4
Non-Disparagement

4.1 **Non-Disparagement**. The Restricted Party shall not, during the Restricted Period, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, or as principal, agent, director, officer, employee, consultant or shareholder, defame or actively disparage the commercial, business or financial reputation of any of the Resulting Issuers or their respective Subsidiaries, any of their products or services, or any of their respective shareholders, employees, officers or directors. Notwithstanding the foregoing, nothing in this Section shall restrict the Restricted Party from making truthful statements required by law, regulation, stock exchange rules, or in connection with any legal, regulatory or governmental proceeding.

ARTICLE 5
Restrictive Covenant

5.1 **Restrictive Covenant**. The parties intend that the conditions set forth in section 56.4(7) of the Tax Act have been satisfied such that section 56.4(5) of the Tax Act applies to any "restrictive covenants" (as defined in section 56.4(1) of the Tax Act) granted by the Restricted Party under this Agreement with respect to the Business carried on by the Resulting Issuers (collectively, the "**Restrictive Covenants**"). Accordingly, the parties acknowledge and agree that:

(a) no proceeds shall be received or receivable by the Restricted Party for granting the Restrictive Covenants for purposes of section 56.4(7)(d) of the Tax Act; and

(b) the Restrictive Covenants are integral to the Arrangement Agreement and have been granted to maintain or preserve the fair market value of the business and assets of the Resulting Issuers acquired pursuant to the Arrangement.

ARTICLE 6
Miscellaneous

6.1 **Equitable Remedies**. The Restricted Party acknowledges that a breach or threatened breach by the Restricted Party of any provision of this Agreement will result in the Resulting Issuers suffering irreparable harm that cannot be calculated fully or adequately by recovery of damages alone. Accordingly, the Restricted Party agrees that, in addition to any other relief to which any of the Resulting Issuers may become entitled, any of the Resulting Issuers shall be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies.

6.2 **Headings**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

6.3 **Reasonableness; Severability**. The Restricted Party acknowledges that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of the Resulting Issuers and constitute a material inducement to Red Light entering into the Arrangement Agreement and consummating the Arrangement. The covenants contained in this Agreement and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction. If, in any judicial proceeding, a court of competent jurisdiction shall refuse to enforce all of the separate covenants deemed included herein because, taken together, they cover too extensive a geographic area or too long a period of time or are otherwise too broadly restrictive, it is the intent of the parties that the court determine the extent of the area, the period of time and/or the scope of the restriction that is reasonable and enforceable, and any overly broad covenant shall be deemed amended and reduced in scope to the extent necessary to permit its enforcement.

6.4 **Successors and Assigns**. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. This Agreement may not be assigned, in whole or in part, by the Restricted Party without the prior written consent of the Resulting Issuers. Each of the Resulting Issuers may assign its rights under this Agreement to a non-Affiliate acquirer of all or substantially all of the assets relating to the Business (whether by asset sale or an acquisition of control of any Resulting Issuer by way of sale of shares or under a plan of arrangement or similar acquisition transaction).

6.5 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6.6 Governing Law; Forum

(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(b) Any action or proceeding arising out of or based upon this Agreement may be brought in the courts of the Province of British Columbia, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding. Each of the parties irrevocably and unconditionally waives any objection to the venue of any action or proceeding in such courts and irrevocably waives and agrees not to plead or claim in such courts that such action or proceeding has been brought in an inconvenient forum.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

_____
Name: **[NAME OF RESTRICTED PARTY]**
Address:

RED LIGHT HOLLAND CORP.

By: _____
Name:
Title:

FILAMENT HEALTH CORP.

By: _____
Name:
Title:

PSILO SCIENTIFIC LTD.

By: _____
Name:
Title:

Schedule G
Form of Settlement Agreement

(See attached)

DEBT CANCELLATION AND SETTLEMENT AGREEMENT

THIS AGREEMENT dated as of the _____ day of [●], 2026 (this "**Agreement**")

BETWEEN:

> **FILAMENT HEALTH CORP.**, a company incorporated under the *Business Corporations Act* (British Columbia) and having its registered and records office at 2900 – 550 Burrard Street, Vancouver, British Columbia, V6C 0A3
>
> (the "**Company**")

AND:

> **RED LIGHT HOLLAND CORP.**, a company incorporated under the *Business Corporations Act* (Ontario) and having its registered and records office at [●]
>
> (the "**Purchaser**")

AND:

> **[●]**, a [●] and having an address at [●]
>
> (the "**Creditor**")

RECITALS:

A. The Company is indebted to the Creditor for **[amounts owing pursuant to a secured convertible debenture dated effective April 3, 2025][services provided as represented by various invoices issued by the Creditor to the Company dated between [●] and [●]]** in the aggregate amount of $[●], plus any accrued interest up to and including Effective Date (as defined in the Arrangement Agreement) (collectively, the "**Total Debt**"). **[The Total Debt does not include invoices issued or issuable by the Creditor for services provided by the Creditor to the Company in connection with the Arrangement (as defined below)**].

B. Pursuant to an arrangement agreement between the Company and the Purchaser dated [●], 2026 (the "**Arrangement Agreement**"), the Company intends to consummate a plan of arrangement (the "**Plan of Arrangement**") whereby, among other things, all common shares of the Company ("**Company Shares**") will be cancelled and the holders of Company Shares will receive common shares as fully paid and non-assessable shares in the capital of the Purchaser ("**Purchaser Shares**") in accordance with the terms and conditions of the Arrangement Agreement and the Plan of Arrangement.

C. The Company and the Creditor wish to cancel $[●] of the Total Debt (the "**Cancelled Amount**") and to effect a settlement of the remaining Total Debt (the "**Settlement Amount**") by the issuance of such number of Purchaser Shares (the "**Debt Conversion Shares**") as shall be determined in accordance with Section 2.11 of the Arrangement Agreement by dividing the Settlement Amount by the Consideration Share Price (as defined in the Arrangement Agreement), rounded down to the nearest whole share, issuable on closing of the Arrangement pursuant to the terms and conditions of the Arrangement Agreement and in accordance with the Plan of Arrangement.

D. The settlement contemplated herein is conditional upon and shall only become effective upon the occurrence of the Effective Date (as defined in the Arrangement Agreement). If the Arrangement Agreement is terminated prior to the Effective Date in accordance with its terms, this Agreement shall automatically terminate and the Total Debt shall remain outstanding and enforceable in accordance with its terms.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto covenant and agree each with each other as follows:

1. The parties agree that the Cancelled Amount will be cancelled with effect as of the date of issuance of the Debt Conversion Shares to cover the Settlement Amount, which cancellation shall only occur upon and subject to the occurrence of the Effective Date.

2. Upon the occurrence of the Effective Date, the Purchaser hereby agrees to issue to the Creditor, as fully paid and non-assessable shares in the capital of the Purchaser, such number of Conversion Shares as shall be determined in accordance with Section 2.11 of the Arrangement Agreement (being the Settlement Amount divided by the Consideration Share Price, rounded down to the nearest whole share), at a deemed price per Conversion Share equal to the Consideration Share Price in full satisfaction of the Settlement Amount.

3. The parties agree that upon the receipt of the Debt Conversion Shares by the Creditor in payment of the Settlement Amount, this Agreement constitutes the full and final forgiveness and cancellation of the Total Debt (being the Cancelled Amount and the Settlement Amount) and the Creditor agrees that upon the issuance of the Debt Conversion Shares, the Creditor for itself, its heirs, executors, administrators, representatives, successors and assigns hereby irrevocably and unconditionally remises, releases and forever discharges the Company and the Purchaser and their past and present predecessors, assigns, agents, principals, representatives, administrators, affiliates, insurers, and shareholders, as applicable (collectively, the "**Releasees**") of the Total Debt and from any and all actions, litigation, causes of action, suits, duties, secured and unsecured debts and all interest accrued thereon, accounts, covenants, contracts, claims, damages, demands and all claims whatsoever, whether known or unknown, fixed or contingent, which the Creditor now has, or ever had, against the Releasees in respect of the Total Debt.

4. The Creditor hereby acknowledges that there are no representations or warranties given by the Company, the Purchaser or their respective directors or officers concerning the future value of the Debt Conversion Shares.

5. The Creditor represents, warrants and covenants to and with each of the Company and the Purchaser, and acknowledges that each of the Company and the Purchaser is relying thereon, that:

   (a) the Creditor is resident in [●]; and

   (b) the Creditor is an "accredited investor" as defined in National Instrument 45-106 – *Prospectus Exemptions*.

6. The Creditor acknowledges and agrees that the Debt Conversion Shares shall be subject to the following resale restrictions (the "**Resale Restrictions**"), in addition to any hold periods imposed by applicable Securities Laws:

   (a) fifty percent (50%) of the Debt Conversion Shares may not be sold, transferred, assigned, pledged or otherwise disposed of until the date that is six months following the Effective Date;

   (b) an additional twenty-five percent (25%) of the Debt Conversion Shares may not be sold, transferred, assigned, pledged or otherwise disposed of until the date that is nine months following the Effective Date; and

   (c) the remaining twenty-five percent (25%) of the Debt Conversion Shares may not be sold, transferred, assigned, pledged or otherwise disposed of until the date that is twelve months following the Effective Date.

   The Creditor acknowledges that any certificates or DRS statements representing the Debt Conversion Shares will bear a restrictive legend (or an ownership statement issued under a direct registration or book-entry system will bear a legend restriction notation) evidencing the Resale Restrictions, and the Creditor hereby consents to the entry of stop transfer instructions with the Purchaser's transfer agent and registrar against the disposition or transfer of the Debt Conversion Shares subject to the Resale Restrictions contrary to the provisions of this Agreement, in each case without any further act or approval on the part of the Creditor.

7. [redacted] The Creditor acknowledges and agrees that, in addition to the Resale Restrictions set forth in Section 6 hereof, the Debt Conversion Shares (and any Purchaser Shares received or held by the Creditor from time to time) shall be subject to the terms and conditions of the Voting Support and Standstill Agreement dated [●], 2026 between the Purchaser and the Creditor (the "**Standstill Agreement**"), including the standstill restrictions, post-closing voting support obligations, and orderly resale restrictions set forth therein. In the event of any conflict between the Resale Restrictions in this Agreement and the restrictions in the Standstill Agreement, the more restrictive provision shall prevail. The Creditor confirms that as of the date hereof, the Creditor has

executed and delivered the Standstill Agreement and that the Standstill Agreement is in full force and effect. **[Redacted: confidential information.]**

[redacted] The Creditor acknowledges and agrees that no additional standstill, voting support or similar obligations apply to the Conversion Shares beyond those set forth in this Agreement and applicable Securities Laws. **[Redacted: confidential information.]**

8. The Creditor represents, warrants and acknowledges to the Company and the Purchaser that:

(a) it has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto; and

(b) this Agreement has been duly executed and delivered by the Creditor and constitutes a legal, valid, and binding obligation of the Creditor enforceable against it; and

(c) the Total Debt represents a bona fide debt that was incurred for value, on commercially reasonable terms; and

(d) it has not assigned the Total Debt, in whole or in part, to any other party; and

(e) the (i) Debt Conversion Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or the securities laws of any state of the United States, (ii) acquisition of the Debt Conversion Shares contemplated hereby is being made in reliance on an exemption from registration under Rule 506(b) of Regulation D under the U.S. Securities Act, (iii) the Debt Conversion Shares are "restricted securities" as that term is defined in Rule 144(a)(3) of the U.S. Securities Act and agrees that if it decides to offer, sell or otherwise transfer any of the Debt Conversion Shares, it will not offer, sell or otherwise transfer any of such Debt Conversion Shares directly or indirectly, unless (a) to the Purchaser, (b) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable foreign laws and regulations, (c) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 or 144A thereunder, if available, and in compliance with any applicable state securities or "Blue Sky" laws, (d) the Debt Conversion Shares are sold in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities, and prior to such sale furnished to the Purchaser an opinion of counsel reasonably satisfactory to the Purchaser, stating that such sale, transfer, assignment or hypothecation is exempt from the registration and prospectus delivery requirements of the U.S. Securities Act and any applicable state securities laws, and (iv) Purchaser has no obligation or present intention of filing a registration statement under the U.S. Securities Act or the securities laws of any applicable states in respect of any of the Debt Conversion Shares; and

(f) any certificates or statements representing any Debt Conversion Shares, and all certificates and statements issued in exchange for or in substitution of such certificates will bear the following legend upon the original issuance of any such Debt Conversion Shares and until the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, (THE "U. S. SECURITIES ACT") OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO RED LIGHT HOLLAND CORP. (THE "CORPORATION"), (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE FOREIGN LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (1) RULE 144A, IF AVAILABLE, UNDER THE U.S. SECURITIES ACT OR (2) RULE 144, IF AVAILABLE, UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE REGISTRAR AND TRANSFER AGENT OF THE CORPORATION. THESE SECURITIES MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES."

(g) it consents to the Purchaser making a notation on its records or giving instruction to the registrar and transfer agent of the Purchaser in order to implement the restrictions on transfer set forth and described herein; and

(h) if the Creditor is in the United States it is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act and concurrently with the execution of this Agreement completed, executed and delivered to the Purchaser and the Company the U.S. Accredited Investor Certificate attached as Schedule I hereto; and

(i) (i) if the Purchaser is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for resales of the Debt Conversion Shares and (ii) the Purchaser is not obligated to make Rule 144 under the U.S. Securities Act available for resales of such Debt Conversion Shares

9. The obligations of the Purchaser to issue the Conversion Shares and the obligations of the Creditor to accept the Conversion Shares in settlement of the Settlement Amount are each conditional upon and subject to:

   (a) the occurrence of the Effective Date in accordance with the Arrangement Agreement;

   (b) the Arrangement Agreement not having been terminated prior to the Effective Date;

   (c) the receipt of the Final Order (as defined in the Arrangement Agreement) approving the Arrangement; and

   (d) the satisfaction or waiver of all conditions set forth in Article VI of the Arrangement Agreement.

   For the avoidance of doubt, this Agreement is binding upon execution by all parties, but no settlement, cancellation, or share issuance shall occur, and the Total Debt shall continue to be outstanding and enforceable, unless and until all of the foregoing conditions have been satisfied or waived.

10. This Agreement shall automatically terminate, without any action on the part of any party and without any liability of any party to any other party (other than liability for breach of this Agreement prior to termination), upon the earliest of:

   (a) the termination of the Arrangement Agreement in accordance with its terms prior to the Effective Date;

   (b) the mutual written agreement of the parties hereto; and

   (c) the Outside Date (as defined in the Arrangement Agreement), if the Effective Date has not occurred on or prior to such date.

   Upon termination of this Agreement pursuant to this Section, the Total Debt shall remain outstanding and enforceable in full in accordance with its original terms and any security interests of the Creditor shall be unaffected.

11. Upon the issuance of the Conversion Shares to the Creditor and the cancellation of the Total Debt in accordance with this Agreement, the Creditor shall promptly (and in any event within five (5) Business Days following the Effective Date):

   (a) execute and deliver to the Company and the Purchaser all discharges, releases and termination statements (including PPSA discharge statements) and such other documents as may be reasonably required to evidence the full and complete release and discharge of all Liens and security interests held by the Creditor against the assets, property and undertaking of the Company and its Subsidiaries;

(b) take all steps necessary to de-register any financing statements, caveats, charges or other registrations filed by or on behalf of the Creditor against the Company or any of its Subsidiaries in any jurisdiction; and

(c) deliver to the Company and the Purchaser written confirmation that all Liens and security interests of the Creditor in respect of the Total Debt have been fully discharged and released.

12. The Creditor acknowledges that the Conversion Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and are being issued in reliance on the exemption from registration provided by Section 3(a)(10) thereof, based on the approval of the Arrangement by the Court. The Creditor represents that the Creditor is not a "U.S. person" as defined in Regulation S under the U.S. Securities Act.

13. The Company represents and warrants to the Creditor that:

(a) it has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation; and

(b) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Company enforceable against it.

14. The Purchaser represents and warrants to the Creditor that:

(a) it has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation;

(b) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Purchaser enforceable against it, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;

(c) the Purchaser Shares, when issued, will be listed on the Canadian Securities Exchange; and

(d) None of Purchaser, any of its predecessors, any director, executive officer, or other officer of Purchaser, any beneficial owner of 20% or more of Purchaser's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with Purchaser in any capacity is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D, except for any such event covered by Rule 506(d)(2) or (d)(3) of Regulation D.

15. The Creditor will, at the request of the Company, execute and deliver such further agreements, instruments and documents and do such further acts and things as may be

reasonably required in order to evidence, carry out and give full force and effect to the terms, conditions, intent and meaning of this Agreement.

16. Each of the parties acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. Each of the parties further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

17. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

18. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.

19. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

20. This Agreement may be executed by facsimile and in as many counterparts as are necessary and shall be binding on each party when each party hereto has signed and delivered one such counterpart. When a counterpart of this Agreement has been executed by each party, all counterparts together shall constitute one agreement.

21. This Agreement may not be assigned or transferred by the Creditor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties, intending to be legally bound, have executed this Agreement as at the day and year first above written.

FILAMENT HEALTH CORP.

Per: _____
Authorized Signatory

RED LIGHT HOLLAND CORP.

Per: _____
Authorized Signatory

[CREDITOR]

Per: _____
Authorized Signatory

Complete the following **ONLY** if the Registration or Delivery Instructions differ from the above:

Register the Debt Conversion Shares as set forth below:

_____
(Name)

_____
(Account Reference, if applicable)

_____

_____
(Address, including Postal Code)

Delivery Instructions:

_____
(Name)

_____
(Account Reference, if applicable)

_____

_____
(Address, including Postal Code)

_____
(Telephone Number) (Email)

_____
(Contact Name)

SCHEDULE I
U.S. ACCREDITED INVESTOR CERTIFICATE

TO: **Red Light Holland Corp.** (the "**Purchaser**")

AND TO: **Filament Health Corp.** (the "**Company**")

The undersigned Creditor (the "**Creditor**") represents and warrants to the Purchaser and the Company that the Creditor is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act, on the basis that the Creditor fits within the category of "accredited investor" which the Creditor has indicated below.

All currency amounts in this Schedule I are in United States dollars.

The Creditor represents and warrants that the Creditor is: ***{please initial the applicable item}***

_____	Category 1. [Rule 501(a)(1)]	A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
_____	Category 2. [Rule 501(a)(1)]	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
_____	Category 3. [Rule 501(a)(1)]	A broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended; or
_____	Category 4. [Rule 501(a)(1)]	An investment adviser registered pursuant to Section 203 of the U.S. Investment Advisers Act of 1940, as amended, or registered pursuant to the laws of a state; or
_____	Category 5. [Rule 501(a)(1)]	An investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the U.S. Investment Advisers Act of 1940, as amended; or
_____	Category 6. [Rule 501(a)(1)]	An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or

_____	Category 7. [Rule 501(a)(1)]	An investment company registered under the U.S. Investment Company Act of 1940, as amended; or
_____	Category 8. [Rule 501(a)(1)]	A business development company as defined in Section 2(a)(48) of the U.S. Investment Company Act of 1940, as amended; or
_____	Category 9. [Rule 501(a)(1)]	A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended; or
_____	Category 10. [Rule 501(a)(1)]	A Rural Business Investment Company as defined in Section 384A of the U.S. Consolidated Farm and Rural Development Act of 1972, as amended; or
_____	Category 11. [Rule 501(a)(1)]	A plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with assets in excess of U.S. $5,000,000; or
_____	Category 12. [Rule 501(a)(1)]	An employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended**,** in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of U.S. $5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons who are accredited investors; or
_____	Category 13. [Rule 501(a)(2)]	A private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended; or
_____	Category 14. [Rule 501(a)(3)]	An organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S. $5,000,000; or
_____	Category 15. [Rule 501(a)(4)]	A director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer; or

_____ Category 16. [Rule 501(a)(5)]

A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds U.S. $1,000,000; or

(**Note**: For the purposes of calculating "net worth"

(i) the person's primary residence shall not be included as an asset;

(ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the Offering, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the closing of the Offering exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability.)

(**Note**: For the purposes of calculating "joint net worth", joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent, and assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard does not require that the securities be purchased jointly.)

(**Note**: The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.)

_____ Category 17. [Rule 501(a)(6)]

A natural person who had an individual income in excess of U.S. $200,000 in each year of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of U.S. $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

(**Note**: The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.)

_____ Category 18. [Rule 501(a)(7)]

A trust, with total assets in excess of U.S. $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under Regulation D under the U.S. Securities Act; or

_____ Category 19. [Rule 501(a)(8)] An entity in which each of the equity owners are accredited investors; or

(**Note:** It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this category. If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this category may be available.)

_____ Category 20. [Rule 501(a)(9)] An entity, of a type not listed in Categories 1 through 14, 18 or 19 above, not formed for the specific purpose of acquiring the securities offered, owning "investments" (as defined in Rule 2a51-1(b) under the U.S. Investment Company Act of 1940, as amended) in excess of U.S. $5,000,000; or

_____ Category 21. [Rule 501(a)(10)] A natural person holding in good standing one or more of the following professional licenses:

(i) General Securities Representative license (Series 7);

(ii) Private Securities Offerings Representative license (Series 82), and

(iii) Investment Adviser Representative license (Series 65); or

_____ Category 22. [Rule 501(a)(11)] A natural person who is a "knowledgeable employee" (as defined in Rule 3c-5(a)(4) under the U.S. Investment Company Act of 1940, as amended) of the issuer of the securities being offered or sold where the issuer would be an "investment company" (as defined in Section 3 of U.S. Investment Company Act of 1940, as amended), but for the exclusion provided by either Section 3(c)(1) or section 3(c)(7) of U.S. Investment Company Act of 1940, as amended; or

_____ Category 23. [Rule 501(a)(12)] A "family office" (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended):

(i) with assets under management in excess of U.S. $5,000,000,

(ii) that is not formed for the specific purpose of acquiring the securities offered, and

(iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

_____ Category 24. [Rule 501(a)(13)] A "family client" (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended) of a family office meeting the requirements in Category 23 above and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of Category 23.

Name of Creditor:	
Signature of Creditor (or authorized signatory/agent on behalf of Creditor):	
Name and official capacity or title of authorized signatory/agent, if applicable:	
Date:	