

VOTING SUPPORT AGREEMENT

THIS VOTING SUPPORT AGREEMENT (this “**Agreement**”) is made as of _____, 2020

BETWEEN:

The Person executing this Agreement as “the Securityholder” (the “**Securityholder**”)

- and -

PDDS BUYER, LLC, a limited liability company existing under the Laws of the State of Delaware (the “**Purchaser**”)

RECITALS:

WHEREAS, in connection with an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”), a copy of which has been provided to the Securityholder, the Purchaser is proposing to indirectly acquire all of the issued and outstanding common shares (“**Common Shares**”) and preferred shares (“**Preferred Shares**”) of Apteryx Imaging Inc., a company existing under the Laws of the Province of British Columbia (the “**Company**”), subject to the terms and conditions set forth in the Arrangement Agreement (the “**Proposed Transaction**”);

WHEREAS, it is contemplated that the Proposed Transaction will be effected pursuant to a statutory plan of arrangement (the “**Arrangement**”) under the provisions of the *Business Corporations Act* (British Columbia);

WHEREAS, the Securityholder is the beneficial owner, directly or indirectly, of the Subject Securities listed in Schedule A; and

WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities, and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement. In addition to the capitalized terms defined elsewhere herein, in this Agreement (including the recitals):

“**Parties**” means, collectively, the Securityholder and the Purchaser, and “**Party**” means any one of them, as the context requires.

“**Subject Securities**” means the Company Securities listed on Schedule A and any Company Securities acquired directly or indirectly by the Securityholder or any of its affiliates subsequent to the date hereof, and includes all securities which such Company Securities may be converted into, exchanged for or otherwise changed into all securities which may be converted into, changed or exercised for or otherwise changed into Company Securities in respect of which

voting is or may become subsequent to the date hereof, directly or indirectly, controlled or directed by the Securityholder or any of its affiliates.

1.2 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.

1.3 Currency

All references to dollars or to \$ are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles, Sections and Schedules, and the insertion of the recitals and headings, are for convenient reference only and do 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

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Vancouver Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Vancouver Time) on the next Business Day if the last day of the period is not a business day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

1.6 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein, without regard to the conflict of laws, rules or principles thereof (or any other jurisdiction to the extent such laws, rules or principles would direct a matter to another jurisdiction). Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.7 Incorporation of Schedules

Schedule A forms an integral part of this Agreement for all purposes hereof.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement) the matters set out below:

- (a) The Securityholder, if not a natural Person, is a corporation or other entity validly existing under the Laws of the jurisdiction of its incorporation or organization.

- (b) The Securityholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding agreement of the Securityholder enforceable against it in accordance with its terms, subject only 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.
- (c) The Securityholder exercises control or direction over, and at the Effective Time and at all times between the date hereof and the Effective Time, the Securityholder will control or direct, all of the Subject Securities set forth opposite its name in Schedule A. As of the date of this Agreement, other than the Subject Securities, neither the Securityholder nor any of its affiliates beneficially own, or exercise control or direction over, any additional securities, or any securities convertible or exchangeable into any additional securities, of the Company or any of its affiliates.
- (d) The Securityholder is, and immediately prior to the Effective Time will be, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all Liens.
- (e) The Securityholder has, and immediately prior to the Effective Time, the Securityholder will continue to have, the sole right to sell and vote or direct the sale and voting of the Subject Securities set forth opposite its name in Schedule A.
- (f) Except pursuant hereto, 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, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto.
- (g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Securityholder, any affiliate of the Securityholder or any beneficial owner of the Subject Securities in connection with the execution and delivery of this Agreement by the Securityholder and the performance by the Securityholder of its obligations under this Agreement, other than those which are contemplated by the Arrangement Agreement.
- (h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Securityholder, threatened against or affecting the Securityholder, any affiliate of the Securityholder, the beneficial or registered owner of any of the Subject Securities or any of their properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (i) None of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's Securityholders or give consents or approvals of any kind, except pursuant to this Agreement.
- (j) None of the execution and delivery by the Securityholder of this Agreement or the compliance by the Securityholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or 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: (i) any constating document of the Securityholder, any affiliate of the Securityholder or any beneficial owner of the Subject Securities; (ii) any contract to which the Securityholder, any affiliate of the Securityholder or any beneficial owner of the

Subject Securities is a party or by which the Securityholder, any affiliate of the Securityholder or any beneficial owner of the Subject Securities is bound; (iii) any judgment, decree, order or award of any Governmental Entity or (iv) any Law.

2.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

- (a) The Purchaser is a company duly organized and validly existing under the Laws of its jurisdiction of organization and has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject only 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) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement, the performance by it of its obligations under this Agreement and the consummation by the Purchaser of the Arrangement, other than those which are contemplated by the Arrangement Agreement.
- (c) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or any of their respective properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Purchaser's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (d) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or 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: (i) any constituting documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound, respectively; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any Law.

ARTICLE 3 COVENANTS

3.1 Covenants of the Securityholder

- (a) The Securityholder hereby covenants with the Purchaser that from the date of this Agreement until the termination of this Agreement in accordance with its terms (the "**Expiry Time**"), the Securityholder will not, and the Securityholder will ensure that no beneficial owner of the Subject Securities will:
 - (i) without having first obtained the prior written consent of the Purchaser, sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option or otherwise dispose of any right or interest in any of the Subject Securities or enter into any agreement, arrangement, commitment or understanding in connection therewith, other than pursuant to the Arrangement or to one or

more corporations directly or indirectly wholly-owned by the Securityholder without affecting beneficial ownership or control or direction over the Subject Securities;

- (ii) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Securities into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Securities; or
- (iii) requisition or join in the requisition of any meeting of any of the Company Securityholders for the purpose of considering any resolution.

(b) The Securityholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Securities listed opposite its name on Schedule A:

- (i) at any meeting of any of the Company Securityholders at which the Securityholder or any beneficial owner of the applicable type(s) of Subject Securities is entitled to vote, including the Company Meeting; and
- (ii) in any action by written consent of the Company Securityholders,

in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). In connection with the foregoing, subject to this Section 3.1(b), the Securityholder hereby agrees to deposit and to cause any beneficial owners of Subject Securities eligible to be voted to deposit a proxy, or voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities eligible to be voted as soon as practicable following the mailing of the Company Circular and in any event at least 10 calendar days prior to the Company Meeting and as far in advance as practicable of every adjournment or postponement thereof, voting all the Subject Securities eligible to be voted in favour of the Arrangement Resolution and any resolutions approving, consenting to, ratifying or adopting the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement). The Securityholder hereby agrees that it will not take, nor 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 unless this Agreement has at such time been previously terminated in accordance with Section 4.1. The Securityholder will provide copies of each such proxy or voting instruction form referred to above to the Purchaser at the address below concurrently with its delivery as provided for above.

(c) The Securityholder hereby revokes and will take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement and the Securityholder agrees not to, directly or indirectly, grant or deliver any other proxy, power of attorney or voting instruction form with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

- (d) The Securityholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) the Subject Securities against any proposed action by the Company, any shareholder of the Company, any of its Subsidiaries or any other Person: (i) in respect of any Acquisition Proposal or Superior Proposal, or other merger, take-over bid, amalgamation, plan of arrangement, business combination, reorganization, recapitalization, dissolution, liquidation, winding up or other similar transaction involving the Company or any of its Subsidiaries, other than the Arrangement; (ii) which would reasonably be regarded as being directed towards or likely to prevent, delay or reduce the likelihood of the successful completion of the Arrangement, including, without limitation, any amendment to the notice of articles or articles of the Company or any of its Subsidiaries or their respective corporate structures or capitalization; or (iii) any action or agreement that would result in a breach of any representation, warranty, covenant or other obligation of the Company under the Arrangement Agreement if such breach requires securityholder approval.
- (e) Until the Expiry Time, the Securityholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative, agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation in opposition to or competition with the Purchaser in connection with the Arrangement;
 - (ii) assist any Person in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit the Purchaser in connection with the Arrangement;
 - (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Purchaser in connection with the Arrangement;
 - (iv) solicit, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries or entering into any form of agreement, arrangement or understanding), any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to, an Acquisition Proposal;
 - (v) participate in any discussions or negotiations with any Person (other than the Purchaser or any of its affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal;
 - (vi) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or understanding related to any Acquisition Proposal; or
 - (vii) cooperate in any way with, assist or participate in, knowingly encourage or otherwise facilitate or encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (f) The Securityholder will not, and the Securityholder will ensure that no beneficial owner of Subject Securities will: (i) exercise any dissent rights in respect of the Arrangement; or (ii) take any other action of any kind that would reasonably be regarded as likely to

adversely affect, reduce the success of, materially delay or interfere with the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement.

- (g) At the request of the Purchaser, the Securityholder will, and will cause each of its applicable affiliates to, in each case, use all commercially reasonable efforts in such Person's capacity as a shareholder of the Company, to assist the Company and the Purchaser to successfully complete the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including, without limitation, cooperating with the Purchaser and the Company to make all requisite regulatory filings; provided, that the Securityholder shall not be obligated to incur any expense in providing such cooperation, including by participating in any claim, action, suit, proceeding or investigation whether civil, criminal, administrative, or investigative (each a "**Proceeding**"), unless the Purchaser reimburses the Securityholder for such expenses.
- (h) The Securityholder hereby consents to:
 - (i) details of this Agreement being set out in any press release, information circular, including the Company Circular, and court documents produced by the Company, the Purchaser or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and
 - (ii) this Agreement being made publicly available (other than address and email details set out in Schedule A), including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.
- (i) Except as required by Law or applicable stock exchange requirements, the Securityholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Arrangement Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Parties;
- (b) written notice by the Securityholder to the Purchaser if without the prior written consent of the Securityholder, there is any decrease or change in the form of Consideration set out in the Arrangement Agreement; provided, that at the time of such termination, the Securityholder is not in material default in the performance of its obligations under this Agreement;
- (c) the date, if any, that the Arrangement Agreement is terminated in accordance with its terms, including, without limitation, in connection with a Superior Proposal being accepted by the Board; and
- (d) the acquisition of the Subject Securities by the Purchaser.

4.2 Time of the Essence

Time is of the essence in this Agreement.

4.3 Effect of Termination

If this Agreement is validly terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and, provided, that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.4 Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.5 Fiduciary Duty

Nothing herein shall restrict or limit any securityholder, director or officer of the Securityholder or any of its affiliates who is also an officer or a director of the Company or any of its Subsidiaries from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of the Company or any of its Subsidiaries or that is otherwise permitted by, and done in compliance with, the terms of the Arrangement Agreement; provided, that the Securityholder agrees and acknowledges that this Agreement may not be terminated by the Securityholder in the event of a Superior Proposal and the performance of such duties as a director or officer may not impact the Securityholder's obligations under this Agreement, including Article 3, or otherwise entitle the Securityholder to terminate this Agreement in the event of a Superior Proposal. The Purchaser further hereby agrees that the Securityholder is not making any agreement or understanding herein in any capacity other than in its capacity as shareholder of the Company.

4.6 Waiver; Amendment

Each Party agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by both of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. 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. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.7 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.8 Notices

Any notice, communication, consent or approval required or permitted to be given in connection with this Agreement (each, a “**Notice**”) will be in writing, sent by personal delivery, courier or email and addressed:

- (a) if to the Purchaser:

PDDS Buyer, LLC
3990 Westerly Place, Suite 200
Newport Beach, California 92660

Attention: Eric Giesecke, Chief Executive Officer
Email: [e-mail address redacted]

with a copy (which will not constitute Notice) to:

Stikeman Elliott LLP
199 Bay Street, Suite 5300
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Brian M. Pukier
Email: bpukier@stikeman.com

and to:

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018

Attention: Oreste Cipolla, Esq.
Email: ocipolla@goodwinlaw.com

- (b) if to the Securityholder, at the address set forth in Schedule A.

Any Notice is deemed to be given and received, if sent by personal delivery, courier or email, on the date of delivery of transmission, as applicable, if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt), and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party’s address that is not specifically changed in a Notice will be assumed not to be changed.

4.9 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining 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.

4.10 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, as applicable; provided, that no 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.

4.11 Independent Legal Advice

Each Party hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that it has either done so or waived its right to do so in connection with the entering into of this Agreement.

4.12 Further Assurances

The Parties will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.13 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or any form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

PDDS BUYER, LLC

By: _____

Name: _____

Title: _____

SHAREHOLDER:

Accepted and agreed to with effect from the _____
day of _____, 2020.

Witness

Name:

SCHEDULE A

Name of Securityholder	Number of Common Shares	Number of Preferred Shares	Number of Company Options	Number of Company Warrants	Number of Company DSUs

Address for Notice

Securityholder Name:

Address:

Email: