UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): May 23, 2025

BioSig Technologies, Inc.
(Exact name of Registrant as Specified in its Charter)

Delaware	**001-38659**	**26-4333375**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

12424 Wilshire Blvd, Suite 745
Los Angeles, California 90025
(Address of Principal Executive Offices) (Zip Code)

(203) 409-5444
(Registrant's Telephone Number, Including Area Code)

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	BSGM	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On May 23, 2025, BioSig Technologies, Inc., a Delaware corporation (the "Company"), entered into a share purchase agreement (the "Share Purchase Agreement") with Streamex Exchange Corporation, a company organized under the laws of the Province of British Columbia ("Streamex"), BST Sub ULC, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company ("ExchangeCo"), 1540875 B.C. Ltd., a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company ("Callco"), each shareholder of Streamex (each, a "Shareholder" and, collectively, the "Shareholders"), and 1540873 B.C. Ltd., a company organized under the laws of the Province of British Columbia, as trustee (the "Trustee") of the trust formed pursuant to the exchange rights agreement to be entered into between the Company, ExchangeCo, CallCo, and the Trustee (the "Exchange Rights Agreement").

Pursuant to the Share Purchase Agreement, the Company, through ExchangeCo, will acquire all of the issued and outstanding shares of Streamex (the "Purchased Shares") from the Shareholders. In exchange for the Purchased Shares, upon the closing of the transaction (the "Closing"), ExchangeCo will issue an aggregate of 109,070,079 exchangeable shares in its capital stock (the "Exchangeable Shares"), at a ratio of 2.05 Exchangeable Shares for each Purchased Share. The Exchangeable Shares will be exchangeable on a one-for-one basis (the "Exchange Ratio"), subject to certain adjustments, for shares of the Company's common stock and will carry rights substantially equivalent to the Company's common stock, as set forth in the Exchange Rights Agreement.

Initially, upon the Closing and in accordance with Nasdaq listing rules, the Exchangeable Shares will not be exchangeable into more than 19.9% of the Company's outstanding common stock on a pre-transaction basis. Following the Closing, the Company will seek stockholder approval of certain matters set out in the Share Purchase Agreement (the "Parent Stockholder Matters"). If such approval is obtained, the Shareholders will become entitled to receive, together with the initial issuance, an aggregate total number of shares equal to 75% of the fully diluted shares of the Company's common stock outstanding as of the date of the Share Purchase Agreement. Following such stockholder approval, the Company's existing stockholders and holders of common stock equivalents will collectively own 25% of the Company's fully diluted common stock. However, if the stockholder approval is not obtained prior to the six-month anniversary of the Closing, the Exchange Ratio will be adjusted from 1.0 to 1.25. To the extent required by Nasdaq's change of control rules and regulations, the Company will file an initial listing application for its common stock.

The boards of directors of the Company and Streamex have each unanimously approved the Share Purchase Agreement and the related transactions and determined that they are advisable, fair to, and in the best interests of their respective entities and stockholders. In connection with the transaction: (i) certain stockholders of the Company will enter into voting agreements (the "Voting Agreement") agreeing, subject to the terms and conditions therein, to vote their shares in favor of the Parent Stockholder Matters; (ii) the Company, ExchangeCo, CallCo, and the Trustee will enter into the Exchange Rights Agreement, governing the rights of holders of Exchangeable Shares; (iii) the Company, ExchangeCo, and CallCo will enter into a support agreement (the "Support Agreement"), pursuant to which CallCo will agree to exercise call rights under certain circumstances in order to enable holders of Exchangeable Shares to receive shares of the Company's common stock upon exchange, and ExchangeCo will agree to be bound by such obligations; (iv) at the Closing, Anthony Amato, the Company's Chief Executive Officer and a director, will resign as Chief Executive Officer and Henry McPhie, co-founder and Chief Executive Officer of Streamex, will be appointed the Company's new Chief Executive Officer; (v) immediately after the Closing, the board of directors of the Company will be comprised of six members, four designated by the Company, who will be Mr. Amato, Chris Baer, Donald F. Browne, Steven E. Abelman and two designated by Streamex, who will be Mr. McPhie and Morgan Lekstrom, co-founder and Chairman of Streamex, who will also be appointed Chairman of the Company, and Frederick D. Hrkac will resign from the Company's board; and (vi) the Company will file a Certificate of Designation with the Delaware Secretary of State (the "Special Voting Certificate of Designation"), to authorize a new series of preferred stock designated as "Special Voting Preferred Stock," which will be held by the Trustee to exercise voting rights for the benefit of the Exchangeable Shareholders in accordance with the Exchange Rights Agreement. The Special Voting Preferred Stock will be delivered to the Trustee following approval of the Parent Stockholder Matters.

The parties intend for the transaction to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code, and the Share Purchase Agreement will constitute a plan of reorganization within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

The Closing will occur on the first business day following the satisfaction or waiver of the closing conditions set forth in the Share Purchase Agreement.

The form of Certificate of Designation for Special Voting Preferred Stock, the Share Purchase Agreement and the forms of the Voting Agreement, Exchange Rights Agreement and Support Agreement referenced therein are filed as Exhibits 3.1, 2.1, 10.1, 10.2 and 10.3, respectively to this Current Report on Form 8-K and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 of this Current Report on Form 8-K regarding the issuance of the Company's common stock and Special Voting Preferred Stock in connection with the Share Purchase Agreement is incorporated herein by reference. The securities described above will be issued in reliance on the exemptions from registration under the Securities Act of 1933, as amended, provided by Section 4(a)(2) thereof and/or Rule 506(b) of Regulation D thereunder.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference. In connection with Mr. Amato's resignation pursuant to the Share Purchase Agreement, the Company and Mr. Amato expect to enter into (i) a First Amendment to the Executive Employment Agreement (the "First Amendment") and (ii) a letter agreement (the "Right to Place"). Pursuant to the First Amendment, upon the effectiveness of Mr. Amato's resignation, Mr. Amato will be entitled to severance pay of $400,000, less applicable deductions, payable in equal installments over eight months and full acceleration of all outstanding equity awards, which will become fully vested and exercisable, with an extended post-resignation exercise period for his stock options. Pursuant to the Right to Place, Mr. Amato will agree not to sell his securities of the Company for a period of 12 months without first offering them to the Company. The Right to Place will also provide the Company with a limited right to purchase such shares prior to any third-party sale.

The forms of First Amendment and Right to Place are filed as Exhibits 10.4 and 10.5, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Pursuant to the Share Purchase Agreement, the Company has agreed to file the Special Voting Certificate of Designation with the Secretary of State of the State of Delaware to establish the Special Voting Preferred Stock.

Pursuant to the Share Purchase Agreement and the Exchange Rights Agreement, the Special Voting Preferred Stock will consist of one (1) share and will be issued to the Trustee. The Special Voting Preferred Stock will entitle the Trustee to vote on matters submitted to the holders of the Company's common stock, with a number of votes equal to the number of Exchangeable Shares outstanding (excluding those held by the Company and its affiliates), multiplied by the Exchange Ratio, and subject to voting instructions provided to the Trustee in accordance with the Exchange Rights Agreement.

The Special Voting Preferred Stock will not be entitled to dividends and will rank senior to the Company's common stock and junior to all other series of preferred stock in the event of any liquidation or dissolution of the Company. The voting rights attached to the Special Voting Preferred Stock will terminate pursuant to the Exchange Rights Agreement, and the share will be automatically canceled when no votes remain attached to it.

The Special Voting Preferred Stock will not be issued until after the approval of the Parent Stockholder Matters.

Item 8.01. Other Events.

On May 23, 2025, the Company issued a press release announcing the signing of the Share Purchase Agreement. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description
2.1	Share Purchase Agreement, dated as of May 23, 2025, by and among BioSig Technologies, Inc., Streamex Exchange Corporation, BST Sub ULC, 1540875 B.C. Ltd., the shareholders of Streamex Exchange Corporation, and 1540873 B.C. Ltd., as trustee
3.1	Form of Certificate of Designation of Special Voting Stock of BioSig Technologies, Inc.
10.1	Form of Voting Agreement
10.2	Form of Exchange Rights Agreement
10.3	Form of Support Agreement
10.4	Form of First Amendment to the Executive Employment Agreement
10.5	Form of Letter Agreement
99.1	Press Release, dated May 23, 2025
104	Cover Page Interactive Data File (embedded as Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BIOSIG TECHNOLOGIES, INC.

Date: May 27, 2025

By: */s/ Anthony Amato*
Name: Anthony Amato
Title: Chief Executive Officer

Exhibit 2.1

SHARE PURCHASE AGREEMENT

by and among

BIOSIG TECHNOLOGIES, INC.,
a Delaware corporation;

BST SUB ULC,
a British Columbia, Canada unlimited liability company;

1540875 B.C. LTD.,
a British Columbia, Canada corporation;

STREAMEX EXCHANGE CORPORATION,
a British Columbia, Canada corporation;

each shareholder of STREAMEX EXCHANGE CORPORATION;

and

1540873 B.C. LTD., as Trustee of the trust formed
pursuant to the Exchange Rights Agreement

Dated as of May 23, 2025

Table of Contents

Table of Contents
(Cont'd)

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the "***Agreement***") is made and entered into as of May 23, 2025, by and among **BIOSIG TECHNOLOGIES, INC.,** a Delaware corporation ("***Parent***"), **BST SUB ULC**, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of Parent ("***ExchangeCo***"), **1540875 B.C. LTD.**, a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Parent ("***Callco***"), **STREAMEX EXCHANGE CORPORATION**, a company organized under the laws of the Province of British Columbia (the "***Company***"), each shareholder of the Company (each a "***Shareholder***" and, collectively, the "***Shareholders***"), and **1540873 B.C. LTD.**, as trustee of the trust formed pursuant to the Exchange Rights Agreement (as defined below) (the "***Trustee***") (and together, with all parties, the "***Parties***"). Certain capitalized terms used in this Agreement are defined in **Exhibit A**.

RECITALS

A. The Shareholders collectively own all of the issued and outstanding shares of the Company (the "***Purchased Shares***").

B. Parent, through ExchangeCo, desires to purchase from each Shareholder, and each Shareholder desires to sell to Parent, through ExchangeCo, all of the issued and outstanding shares of the Company, upon the terms and conditions set forth in this Agreement (as further defined in **Exhibit A**, the "***Contemplated Transactions***").

C. The Parent Board has (i) determined that the Contemplated Transactions are fair to, advisable and in the best interests of Parent and its stockholders, (ii) approved and declared advisable this Agreement and the Contemplated Transactions, including the issuance of the Parent Common Stock Payment Shares to the former stockholders of the Company pursuant to the terms of this Agreement and the Related Agreements, and (iii) determined to recommend, upon the terms and subject to the conditions set forth in this Agreement, that the stockholders of the Parent vote to approve the Parent Stockholder Matters at the Parent Stockholders' Meeting to be convened following the Closing.

D. The ExchangeCo Board has (i) determined that the Contemplated Transactions are fair to, advisable, and in the best interests of ExchangeCo and its sole stockholder and (ii) approved and declared advisable this Agreement, the Related Agreements and the Contemplated Transactions.

D. The CallCo Board has (i) determined that the Contemplated Transactions are fair to, advisable, and in the best interests of CallCo and its sole stockholder and (ii) approved and declared advisable this Agreement, the Related Agreements and the Contemplated Transactions.

D. The Company Board has (i) determined that the Contemplated Transactions are fair to, advisable and in the best interests of the Company and its stockholders and (ii) approved and declared advisable this Agreement, the Related Agreements and the Contemplated Transactions.

E. The Parties intend that (i) the Contemplated Transactions will constitute an integrated transaction described in Rev. Rul. 2001-46, 2001-2 C.B. 321 that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code and (ii) this Agreement will constitute, and is hereby adopted as, a plan of reorganization within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a).

F. Prior to the Closing, certain stockholders of the Parent (solely in their capacity as stockholders) will execute voting agreements in favor of the Company in substantially the form attached hereto as **Exhibit B** (the "***Voting Agreement***"), pursuant to which such Persons have, subject to the terms and conditions set forth therein, agreed to vote all of their shares of capital stock of Parent in favor of the Parent Stockholder Matters.

E. Prior to the Closing, the Parent shall file with the Delaware Secretary of State a Certificate of Designation in substantially the form attached hereto as **Exhibit E** (the "***Certificate of Designation***"), which shall provide for the US Parent Trust Stock (as defined in the Exchange Right Agreement).

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

ARTICLE I

DESCRIPTION OF TRANSACTION

Section 1.1 Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, the Shareholders shall sell to ExchangeCo, and ExchangeCo shall

purchase from the Shareholders, free and clear of any Encumbrances, the Purchased Shares.

Section 1.2 Closing. The closing of the sale and purchase of the Purchased Shares (the "***Closing***") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) on the first Business Day following the satisfaction or waiver of the last to be satisfied or waived of the conditions set forth in Article VII, Article VIII and Article IX, or such other time, date and place as Parent, ExchangeCo, Callco, Company and the Shareholders' Representative on behalf of the Shareholders may mutually agree in writing (the "***Closing Date***"). The Closing shall be deemed effective as of 12:01 am Eastern Time on the Closing Date (the "***Effective Time***").

Section 1.3 Payment of Purchase Price. In consideration for the purchase of the Purchased Shares from the Shareholders, ExchangeCo shall issue such number of Exchangeable Shares in its capital stock having the rights, privileges, restrictions and conditions set forth in the Exchange Rights Agreement (the "***Exchangeable Shares***") to each Shareholder at a ratio of 2.05 Exchangeable Shares for each Purchased Share, which total in the aggregate 109,070,079 Exchangeable Shares. The final amounts of Exchangeable Shares, consistent with the foregoing, shall be set forth on the Allocation Certificate and mutually agreed to by Parent, ExchangeCo, Callco, Company and the Shareholders' Representative on behalf of the Shareholders.

Section 1.4 Tax Election. Each Shareholder shall be entitled to make an income tax election pursuant to subsection 85(1) of the *Income Tax Act* (Canada) (and any analogous provision of applicable provincial income tax law) with respect to the transfer of the Purchased Shares in exchange for the Exchangeable Shares at an elected amount determined by the Shareholder (subject to the limits in subsection 85(1) of the *Income Tax Act* (Canada)) by providing two duly completed and signed copies of the necessary and prescribed election forms to ExchangeCo, within 90 days following the Closing Date. ExchangeCo shall, within 30 days after receiving the completed election forms from the Shareholder, and subject to such election forms complying with the provisions of the *Income Tax Act* (Canada) (or applicable provincial income tax law), sign and return them to the Shareholder for filing with the Canada Revenue Agency (or the applicable provincial tax authority). After Closing, ExchangeCo shall use commercially reasonable efforts to provide promptly to the Shareholder such information as shall be reasonably requested in connection with the Shareholder's preparation of the election forms. However, neither ExchangeCo nor its directors, officers, agents, advisors, or representatives shall be responsible for the proper completion of any election form and, except for the obligation of ExchangeCo to sign and return duly completed election forms which are received within 90 days following the Closing Date, neither ExchangeCo nor its directors, officers, agents, advisors, or representatives shall be responsible for any taxes, interest, or penalties resulting from the failure of the Shareholder to properly complete or file such election forms in the form and manner and within the time prescribed by the *Income Tax Act* (Canada) (or any applicable provincial income tax law).

Section 1.5 Exchange Rights Agreement. Parent, ExchangeCo, CallCo, and Trustee, as trustee of the Trust, shall enter into the Exchange Rights Agreement in connection with this Agreement effective as of the Effective Time, in substantially the form attached to this Agreement as **Exhibit C**.

Section 1.6 Support Agreement. Parent, CallCo and ExchangeCo shall enter into the Support Agreement in connection with this Agreement effective as of the Effective Time, in substantially the form attached to this Agreement as **Exhibit D**.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Subject to Section 11.13(h), except as set forth in the disclosure schedule delivered by the Company to Parent (the "***Company Disclosure Schedule***"), the Company represents and warrants to Parent, ExchangeCo and CallCo as follows:

Section 2.1 Organization and Qualification; Charter Documents.

(a) The Company has no Subsidiaries. The Company does not own any capital stock of, or any equity interest of any nature in, any other Entity. The Company has not agreed or is obligated to make, or is bound by any Contract under which it may become obligated to make, any future investment in or capital contribution to any other Entity. The Company is not, or has otherwise been a party to, member of, or participant in, any partnership, joint venture or similar Entity.

(b) The Company is a corporation duly organized, validly existing and, in jurisdictions that recognize the concept, in good standing under the laws of the jurisdiction of its incorporation, formation or other establishment, as applicable, and has all necessary corporate power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own and use its assets in the manner in which its assets are currently owned and used; and (iii) to perform its obligations under all Contracts by which it is bound.

(c) The Company (in jurisdictions that recognize the following concepts) is qualified to do business as a foreign corporation, and is in good standing, under the laws of all jurisdictions where the nature of its business requires such qualification except where the failure to be so qualified would not, individually or in the aggregate, have a Company Material Adverse Effect.

(d) Company has made available to Parent accurate and complete copies of: (1) the articles of incorporation, bylaws and other charter and organizational documents of the Company, including all amendments thereto; (2) the stock records of each Company; and (3) the minutes and other records of the meetings and other proceedings (including any actions taken by written consent or otherwise without a meeting) of the stockholders of each Company, the board of directors of each Company and all committees of the board of directors of each Company.

Section 2.2 Capital Structure.

(a) The authorized capital stock of Company consists of shares of Company Common Stock, without par value, which shares are issued and outstanding as set forth in Section 2.2(a) of the Company Disclosure Schedules. All outstanding shares of Company Common Stock (collectively the "***Company Capital Stock***") are duly authorized, validly issued, fully paid and non-assessable and were issued in compliance with all applicable federal and state securities Laws. No shares of Company Capital Stock are held in Company's treasury as of the date of this Agreement.

(b) As of the date of this Agreement, Company has no Company RSU's, options or warrants outstanding. All shares of Company Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, would be duly authorized, validly issued, fully paid and non-assessable. Section 2.2(b) of the Company Disclosure Schedule lists each director and officer of the Company who is a holder of Company Capital Stock and the number and type of shares of such stock held by such holder.

(c) (i) None of the outstanding shares of Company Capital Stock are entitled or subject to any preemptive right, right of repurchase or forfeiture, right of participation, right of maintenance or any similar right; (ii) none of the outstanding shares of Company Capital Stock are subject to any right of first refusal in favor of Company or any other Person for which a waiver of such right of first refusal has not been obtained; (iii) there are no outstanding bonds, debentures, notes or other Indebtedness of the Company having a right to vote on any matters on which the Company Stockholders have a right to vote; and (iv) there is no Contract to which the Company are a party relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of (or from granting any option or similar right with respect to), any shares of Company Capital Stock. None of the Company are under any obligation, or are bound by any Contract pursuant to which they may become obligated, to repurchase, redeem or otherwise acquire any outstanding shares of Company Capital Stock or other securities.

Section 2.3 Authority; Non-Contravention; Approvals:

(a) Company has the requisite corporate power and authority to enter into this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by Company in connection with the Contemplated Transactions (the "***Company Documents***") and to perform its obligations hereunder and to consummate the Contemplated Transactions. The execution and delivery of this Agreement by Company and the Company Documents, the performance by Company of its obligations hereunder and the consummation by Company of the Contemplated Transactions have been duly authorized by all necessary corporate action on the part of Company. There is no vote/consent of the holders of any class or series of capital stock of Company necessary to adopt this Agreement and approve the Contemplated Transactions. This Agreement has been, and the Company Documents will be at or prior to the Closing, duly executed and delivered by Company and, assuming the due authorization, execution and delivery by Parent, ExchangeCo and CallCo, this Agreement constitutes, and the Company Documents when so executed and delivered will constitute, the valid and binding obligation of Company, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar laws and general principles of equity;

(b) The board of directors of Company (the "***Company Board***"), by resolutions duly adopted by vote at a meeting of directors of Company duly called and held, or by unanimous written Consent of the Company Board, and, as of the date of this Agreement, not subsequently rescinded or modified in any way, has, as of the date of this Agreement (i) approved this Agreement, the Company Documents and determined that this Agreement, the Company Documents and the Contemplated Transactions, are fair to, and in the best interests of the Company Stockholders, and (ii) resolved to recommend that the Company Stockholders execute this Agreement;

(c) Subject to compliance with the requirements set forth in Section 2.3(d) below, the execution and delivery of this Agreement or the Company Documents by Company does not, and the performance of this Agreement by Company will not, (i) conflict with or violate the certificate of incorporation or bylaws of Company or the equivalent organizational documents of any of its Subsidiaries, (ii) conflict with or violate any Laws applicable to any Company or by which any of their respective properties is bound or affected, except for any such conflicts or violations that would not, individually or in the aggregate, have a Company Material Adverse Effect or would not prevent or materially delay the consummation of the Contemplated Transactions, (iii) require an Company to make any filing with or give any notice to a Person, to obtain any Consent from a Person, or result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair Company's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or Encumbrance on any of the properties or assets of Company or any of its Subsidiaries pursuant to, any Company Contract (as defined below), except as would not, individually or in the aggregate, have a Company Material Adverse Effect or prevent or materially delay the Contemplated Transactions or (iv) result in the creation of any Encumbrance (other than Permitted Liens) on any of the properties or assets of any Company, except as would not, individually or in the aggregate, have a Company Material Adverse Effect or prevent or materially delay the Contemplated Transactions; or

(d) No material Consent, approval, Order or authorization of, or registration, declaration or filing with any Governmental Body is required by or with respect to Company in connection with the execution and delivery of this Agreement, the Company Documents or the consummation of the Contemplated Transactions, except for (i) the filing of Proxy Statement/Prospectus with the Securities and Exchange Commission ("***SEC***") in accordance with the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"); (ii) such Consents, Orders, registrations, declarations and filings as may be required under applicable federal and state United States securities laws and (iii) such Consents, Orders, registrations, declarations, filings or approvals as may be required under applicable Laws that are designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments or lessening of competition or creation or strengthening of a dominant position through merger or acquisition (the "***Antitrust Laws***"), in any case that are applicable to the transactions contemplated by this Agreement.

Section 2.4 Exemption from Take-Over Bid Requirements.

(a) The Contemplated Transactions will constitute a "take-over bid" of the Company (as such term is defined under National Instrument 62-104 – Take-Over Bids and Issuer Bids) and will qualify for an exemption from the formal takeover bid requirements contained in Section 4.3 of National Instrument 62-104 – Take-Over Bids and Issuer Bids. The Company Board has taken all action necessary to render inapplicable to this Agreement and the Contemplated Transactions any restrictions on business combinations under Delaware Law.

Section 2.5 Financial Statements.

(a) The unaudited consolidated financial statements (including any related notes thereto) representing the financial condition of Company as of March 31, 2025 (the "***Company Financials***") fairly presented the consolidated financial position of Company at the respective dates thereof and the consolidated results of its operations and cash flows for the periods indicated, except that the unaudited interim financial statements were or are subject to normal and recurring year-end adjustments which were not, or are not expected to be, material in amount, and (iii) are consistent with, and have been prepared from, the books and records of Company. The balance sheet of Company as of March 31, 2025 is hereinafter referred to as the "***Company Balance Sheet***." Notwithstanding the foregoing, unaudited financial statements are subject to normal recurring year-end adjustments (the effect of which will not, individual or in the aggregate, be material) and the absence of footnotes.

(b) Each of Company and its Subsidiaries maintain a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Company and each of its Subsidiaries maintain internal controls over financial reporting that provides reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

(c) Since January 1, 2023 (the "***Company Lookback Date***"), there have been no formal investigations regarding financial reporting or accounting policies and practices discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer or general counsel of Company, the Company Board or any committee thereof. Since the Company Lookback Date, neither Company nor its independent auditors have identified (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by Company, (ii) fraud, whether or not material, that involves Company's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Company, or (iii) any claim or allegation regarding any of the foregoing.

(d) Except as disclosed in the Company Financials, neither Company nor any of its Subsidiaries have any liabilities, Indebtedness, obligation, expense, claim, deficiency, guaranty, or endorsement of any kind, whether accrued, absolute, contingent, matured, or unmatured (whether or not required to be reflected in the financial statements under GAAP) (each, a "***Liability***"), except Liabilities: (i) identified in the Company Financials, (ii) incurred in connection with the Contemplated Transactions, (iii) described on Section 2.5(d) of the Company Disclosure Schedule, (iv) incurred since the date of the Company Balance Sheet in the ordinary course of business consistent with past practices, (v) set forth in any Company Contract or (vi) that would not have, individually or in the aggregate, a Company Material Adverse Effect.

Section 2.6 Absence Of Certain Changes Or Events. Since the date of the Company Balance Sheet, through the date of this Agreement and other than with respect to the

negotiation, execution and performance of this Agreement and the Company Documents, the Company has conducted its business only in the ordinary course of business consistent with past practice, and:

(a) there has not been any event that has had a Company Material Adverse Effect;

(b) there has not been any material change by Company in its accounting methods, principles or practices, except as required by concurrent changes in GAAP, applicable law, or as disclosed in the Company Financials;

(c) there has not been any revaluation of Company's material assets; and

(d) the Company has not incurred any Indebtedness (other than in the ordinary course).

Section 2.7 Taxes.

(a) Each income and other Tax Return that the Company was required to file under applicable Laws: (i) has been timely filed on or before the applicable due date (including any extensions of such due date) and (ii) is true and complete in all respects. All Taxes due and payable by the Company have been timely paid, except to the extent such amounts are being contested in good faith by the Company and are properly reserved for on the books or records of the Company. No extension of time with respect to any date on which a Tax Return was required to be filed by the Company is in force (except where such Tax Return was filed), and no waiver or agreement by or with respect to the Company is in force for the extension of time for the payment, collection or assessment of any Taxes, and no request has been made by the Company for any such extension or waiver (except, in each case, in connection with any request for extension of time for filing Tax Returns). There are no liens for Taxes on any asset of the Company other than liens for Taxes not yet due and payable, Taxes contested in good faith and reserved against in accordance with GAAP. No deficiency with respect to Taxes has been proposed, asserted or assessed in writing against the Company which has not been fully paid or adequately reserved or reflected in the Company Financials.

(b) There are no outstanding rulings of, or request for rulings with, any Governmental Body addressed to the Company that are, or if issued would be, binding on the Company.

(c) The Company is not a party to any Contract with any third party relating to allocating or sharing the payment of, or Liability for, Taxes or Tax benefits (other than pursuant to customary provisions included in credit agreements, leases, and agreements entered with employees, in each case, not primarily related to Taxes and entered into in the ordinary course of business). The Company does not have any Liability for the Taxes of any third party as a transferee or successor or otherwise by operation of Laws.

Section 2.8 Compliance with Laws.

(a) Company and its Subsidiaries are not and have not been at any time in violation of (i) any Law, Order, judgment or decree applicable to Company or any of its Subsidiaries or by which Company or any of its Subsidiaries are bound or affected, or (ii) any Contract to which Company or any of its Subsidiaries is a party or by which Company or any of its Subsidiaries or its or any of their respective properties is bound or affected, except for any immaterial conflicts, defaults or violations. No investigation or review by any Governmental Body is pending or, to the knowledge of Company, threatened against any Company or any product of Company, nor has any Governmental Body indicated to an Company or its parent in writing an intention to conduct the same.

(b) Company and its Subsidiaries hold all material permits, licenses, registrations, authorizations, variances, exemptions, Orders and approvals from Governmental Bodies which are necessary to the operation of the business of Company and its Subsidiaries taken as a whole (collectively, the "***Company Permits***"). Company and its Subsidiaries are in compliance in all material respects with the terms of the Company Permits. No action, proceeding, revocation proceeding, amendment procedure, writ, injunction or claim is pending or, to the knowledge of Company, threatened, which seeks to revoke or limit any Company Permit. Company has made available to Parent all Company Permits.

(c) Each of the Company (i) is, and since the Company Lookback Date, has been, in compliance in all material respects with (A) all written policies of Company and each of its Subsidiaries pertaining to the logical and physical security of electronic data stored or used by the Company (the "***Company Privacy Policy***"), (B) all applicable laws pertaining to privacy, data protection, user data or Company Personal Information; (C) the requirements of any industry standard or self-regulatory organization by which Company or any of its Subsidiaries is bound; and (D) contractual commitments by which Company or any of its Subsidiaries is bound and (ii) has implemented and maintained commercially reasonable and appropriate administrative, technical, organizational and physical safeguards to protect such Company Personal Information against unauthorized access and use. There has been no loss, damage or unauthorized access, disclosure, use or breach of security of Company Personal Information maintained by or on behalf of Company or any of its Subsidiaries, except in each case as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. No Person (including any Governmental Body) has made any written claim or commenced any action with respect to unauthorized access, disclosure or use of Company Personal Information maintained by or on behalf of any of Company or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be likely to result in a Company Material Adverse Effect. None of (1) the execution, delivery, or performance of this Agreement or (2) the consummation of any of the transactions contemplated by this Agreement, will violate any Company Privacy Policy or any law pertaining to privacy, data protection user data or Company Personal Information. "***Company Personal Information***" means all data or information controlled, owned, stored, used or processed by Company or any of its Subsidiaries regarding or capable of being associated with an individual person or device, including, but not limited to, (a) information that identifies, could be used to identify or is otherwise identifiable with an individual or a device or household, including name, physical address, telephone number, email address, financial information, financial account number or government-issued identifier, medical, health, or insurance information, gender, date of birth, educational or employment information, and any other data used or intended to be used to identify, contact or precisely locate an individual (e.g., geolocation data), (b) information or data bearing on an individual person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, (c) any data regarding an individual's activities online or on a mobile device or other application (e.g., searches conducted, web pages or content visited or viewed), whether or not such information is directly associated with an identifiable individual, and (d) internet protocol addresses, device identifiers or other persistent identifiers. Company Personal Information also includes any information maintained in association with the foregoing information. Company Personal Information may relate to any individual, including a current, prospective or former customer or employee, and includes information in any form, including paper, electronic and other forms.

(d) Since the Company Lookback Date, there has been no (i) material security incident, breach, or successful ransomware, denial of access attack, denial of service attack, hacking, or similar event with respect to any Company IT Asset, nor (ii) any material unauthorized, accidental, or unlawful access to, or destruction, loss, alteration disclosure, or other Processing of, Company Data (each, in the case of (i) and (ii), a "***Company Security Incident***"). None of the Company, nor, to the knowledge of Company, all vendors, partners or other third parties that Process Company Personal Information on behalf of, or that otherwise share Company Personal Information with, the Company (in the case of such vendors, partners, and other third parties, relating to the Company) ("***Company Data Partners***"), have been required to make, any disclosure or notification to any Person under any Company privacy obligation in connection with any Company Security Incident. None of the Company has received any material notification from any Governmental Body or other Person of any material Action relating to the data privacy, data security, data protection, or the Processing of Company Data, or alleging any violation of any Company privacy obligation. To the knowledge of Company, there has never been any audit,

investigation or enforcement action (including any fines or other sanctions) by any Governmental Body or other Person relating to any Company Security Incident or material violation of any Company privacy obligation.

Section 2.9 Legal Proceedings; Orders.

(a) There is no pending Legal Proceeding, and no Person has, to the knowledge of the Company, threatened in writing to commence any Legal Proceeding: (i) that involves any of the Company, any business of the Company or any of the assets owned, leased or used by any of the Company or any present or former officer, director or employee of the Company in such individual's capacity as such; (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the Contemplated Transactions or (iii) that involves any product of the Company. No Legal Proceeding has had or, if adversely determined, would reasonably be expected to have or result in a Company Material Adverse Effect. To the knowledge of Company, no event has occurred, and no claim, dispute or other condition or circumstance exists, that would reasonably be expected to give rise to or serve as a basis for the commencement of any Legal Proceeding of the type described in clause (i) or clause (ii) of the first sentence of this Section 2.9(a).

(b) There is no Order to which the Company, or the assets owned or used by any of the Company (including, without limitation, any product of the Company), is subject. To the knowledge of the Company, no officer or other key employee of the Company is subject to any Order that prohibits such officer or other employee from engaging in or continuing any conduct, activity or practice relating to the business of the Company

Section 2.10 Brokers' and Finders' Fees. Except for Beyond Alpha Ventures, LLC, Equinox Consulting and Marketing, and Collin Eardley, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of any of the Company.

Section 2.11 Company Contracts.

(a) Except for Excluded Contracts or as set forth inSection 2.11(a) of the Company Disclosure Schedule, neither the Company nor any of its Subsidiaries is a party to or is bound by:

(i) any management, employment, severance, retention, transaction bonus, change in control, consulting, relocation, repatriation or expatriation agreement or other similar Contract between: (i) the Company and (ii) any active, retired or former employees, directors or consultants of the Company, other than any such Contract that is terminable "at will" (or following a notice period imposed by applicable Laws or, in the case of consulting agreements, following the notice period required in the Contract), or without any obligation on the part of the Company to make any severance, termination, change in control or similar payment or to provide any benefit, other than severance payments required to be made by the Company under applicable Laws;

(ii) any Contract with any distributor, reseller or sales representative with an annual value in excess of $50,000;

(iii) any Contract with any manufacturer, vendor, or other Person for the supply of materials or performance of services by such third party to Company in relation to the manufacture of Company's products or product candidates with an annual value in excess of $50,000;

(iv) any agreement or plan providing equity benefits to current or former employees of the Company, including, without limitation, any stock option plan, stock appreciation right plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the Contemplated Transactions or the value of any of the benefits of which will be calculated on the basis of any of the Contemplated Transactions;

(v) any Contract incorporating or relating to any guaranty, any warranty, any sharing of liabilities or any indemnity not entered into in the ordinary course of business, including any indemnification agreements between Company or any of its Subsidiaries and any of its officers or directors;

(vi) any Contract imposing, by its express terms, any material restriction on the right or ability of the Company: (A) to compete with any other Person; (B) to acquire any product or other asset or any services from any other Person; or (C) to develop, sell, supply, distribute, offer, support or service any product or any technology or other asset to or for any other Person;

(vii) any Contract relating to the disposition or acquisition of assets not in the ordinary course of business or any ownership interest in any corporation, partnership, joint venture or other business enterprise, other than Contracts in which the applicable disposition or acquisition has been consummated and there are no material ongoing obligations;

(viii) any mortgages, indentures, loans or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit in excess of $50,000;

(ix) any joint marketing or development agreement;

(x) any commercial Contract that would reasonably be expected to have a material effect on the ability of Company to perform any of its material obligations under this Agreement, or to consummate any of the transactions contemplated by this Agreement, that is not set forth on Section 2.11(a)(x) of the Company Disclosure Schedule;

(xi) any Contract that provides for: (A) any right of first refusal, right of first negotiation, right of first notification or similar right with respect to any securities or assets of the Company for which a waiver of such right has not been obtained; or (B) any "no shop" provision or similar exclusivity provision with respect to any securities or assets of the Company;

(xii) any Contract that contemplates or involves the payment or delivery of cash or other consideration in an amount or having a value in excess of $50,000 or more in the aggregate, or contemplates or involves the performance of services having a value in excess of $50,000 or more in the aggregate, in each case, following the date of this Agreement, other than any arrangement or agreement expressly contemplated or provided for under this Agreement; or

(xiii) any Contract that does not allow Company or any of its Subsidiaries to terminate the Contract for convenience with not more than sixty (60) days prior notice to the other party and without the payment of any rebate, chargeback, penalty or other amount to such third party in connection with any such termination in an amount or having a value in excess of $50,000 in the aggregate.

(b) Company has made available to Parent an accurate and complete copy of each Contract listed or required to be listed in Section 2.11(b) of the Company Disclosure Schedule (any such Contract, a "***Company Contract***"). Neither Company nor any of its Subsidiaries, nor to Company's knowledge, any other party to a Company Contract, has, since the Company Lookback Date, breached or violated in any material respect or materially defaulted under, or received written notice that it has breached, violated or defaulted under, any of the terms or conditions of any of the Company Contracts. To the knowledge of Company, no event has occurred, and, no circumstance or condition exists, that (with or without notice or lapse of time) would reasonably be expected to: (i) result in a violation or breach in any material respect of any of the provisions of any Company Contract or (ii) give any Person the right to declare a default in any material respect under any Company Contract, except for any immaterial violations, breaches or defaults. Each Company Contract is in full force and effect and is the legal, valid and binding obligation of Company and its Subsidiaries and, to the knowledge of Company, of the other parties thereto, enforceable against Company and its Subsidiaries and, to the knowledge of Company, such other parties in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar laws and general principles of equity.

Section 2.12 Books And Records. The minute books of the Company made available to Parent or counsel for Parent are the only minute books of the Company and contain accurate summaries, in all material respects, of all meetings of directors (or committees thereof) and stockholders or actions by written Consent since the time of incorporation of Company or such Subsidiaries, as the case may be. The books and records of Company accurately reflect in all material respects the assets, liabilities, business, financial condition and results of operations of Company and have been maintained in accordance with good business and bookkeeping practices.

Section 2.13 Interested Party Transactions. Except as set forth on Section 2.13 of the Company Disclosure Schedule, no event has occurred during the past three (3) years that would be required to be reported by Company as a certain relationship or related transaction pursuant to Item 404 of Regulation S-K, if Company were required to report such information in periodic reports pursuant to the Exchange Act.

Section 2.14 Disclaimer of Other Representations and Warranties. Except for the representations and warranties previously set forth in this Article II (as modified by the applicable part of the Company Disclosure Schedule), Company makes no representation or warranty, express or implied, at law or in equity, with respect to any of its assets, Liabilities, or operations, and any such other representations and warranties are hereby expressly disclaimed and specifically that Company makes no representation or warranty with respect to anything provided or made available to Acquiring Companies or their respective Representatives in certain "*data rooms*" or management presentations in expectation of the transactions contemplated by this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PARENT, EXCHANGECO AND CALLCO

Subject to Section 11.13(h), except (a) as set forth in the corresponding sections or subsections of the disclosure schedule delivered by Parent to the Company (the "***Parent Disclosure Schedule***") or (b) as disclosed in the Parent SEC Documents filed with the SEC from and after January 1, 2023 but prior to the Effective Time (but (i) without giving effect to any amendment thereof filed with, or furnished to the SEC on or after the Effective Time, and (ii) excluding any disclosures contained under the heading "Risk Factors" and any disclosure of risks included in any "forward-looking statements" disclaimer or in any other section to the extent they are forward-looking statements or cautionary, predictive or forward-looking in nature), it being understood that any matter disclosed in Parent SEC Documents (x) shall not be deemed disclosed for the purposes of Section 3.1, Section 3.2, and Section 3.3 and (y) shall be deemed to be disclosed in a section of the Parent Disclosure Schedule only to the extent that it is readily apparent from a reading of such Parent SEC Document that it is applicable to such section of the Parent Disclosure Schedule, Parent, ExchangeCo and CallCo represent and warrant to Company as follows

Section 3.1 Organization and Qualification.

(a) Section 3.1(a) of the Parent Disclosure Schedule identifies each Subsidiary of Parent and indicates its jurisdiction of organization. Neither Parent nor any of the Entities identified in Section 3.1(a) of the Parent Disclosure Schedule owns any capital stock of, or any equity interest of any nature in, any other Entity, other than the Entities identified in Section 3.1(a) of the Parent Disclosure Schedule. No Acquiring Company is, or has otherwise been, a party to, member of or participant in any partnership, joint venture or similar Entity. None of the Acquiring Companies has agreed or is obligated to make, or is bound by any Contract under which it may become obligated to make, any future investment in or capital contribution to any other Entity.

(b) Each of the Acquiring Companies is a corporation, limited liability company, or similar Entity duly organized, validly existing and, in jurisdictions that recognize the concept, in good standing under the laws of the jurisdiction of its incorporation, formation or other establishment, as applicable, and has all necessary corporate power and authority: (i) to conduct its business in the manner in which its business is currently being conducted; (ii) to own and use its assets in the manner in which its assets are currently owned and used; and (iii) to perform its obligations under all Contracts by which it is bound.

(c) Each of the Acquiring Companies (in jurisdictions that recognize the following concepts) are qualified to do business as a foreign corporation, and are in good standing, under the laws of all jurisdictions where the nature of their businesses require such qualification, except as would not have and would not reasonably be expected to have or result in a Parent Material Adverse Effect.

(d) The copies of the certificate of incorporation and bylaws of Parent which are incorporated by reference as exhibits to Parent's Annual Report on Form 10-K for the year ended December 31, 2024 are complete and correct, and copies of such documents contain all amendments thereto as in effect on the date of this Agreement. Parent has made available accurate and complete copies of the articles of incorporation, bylaws, and other charter and organizational documents of each of its direct and indirect Subsidiaries.

Section 3.2 Capital Structure.

(a) As set forth on Section 3.2(a) of the Parent Disclosure Schedule, the authorized capital stock of Parent consists of (i) a certain number of shares of Parent Common Stock, of which a certain number of shares are issued and outstanding, as of the close of business on the day prior to the Effective Time; and (ii) a certain number of shares of Parent preferred stock, which shall also include the US Parent Trust Stock ("***Parent Preferred Stock***"), of which a certain number of shares are issued and outstanding, as of the close of business on the day prior to the Effective Time, and a certain number of shares of common stock are held in Parent's treasury, including the US Parent Trust Stock. All outstanding shares of Parent Common Stock are duly authorized, validly issued, fully paid and non-assessable and were issued in compliance with all applicable federal and state securities Laws.

(b) As set forth on Section 3.2(b) of the Parent Disclosure Schedule, as of the date of this Agreement, Parent has reserved an aggregate of a certain number of shares of Parent Common Stock, net of exercises, for issuance to employees, consultants and non-employee directors pursuant to the Parent Stock Option Plans, under which a certain number of options are outstanding. As set forth on Section 3.2(b) of the Parent Disclosure Schedule, a certain number of shares of Parent Common Stock, net of exercises, are reserved for issuance to holders of warrants to purchase Parent Common Stock upon their exercise. All shares of Parent Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, would be duly authorized, validly issued, fully paid and non-assessable. Section 3.2(b) of the Parent Disclosure Schedule lists each outstanding option to purchase shares of Parent Common Stock (a "***Parent Option***"), and the name of the holder thereof, the number of shares subject thereto, the exercise price thereof, the vesting schedule and post-termination exercise period thereof and whether the exercisability of such Parent Option will be accelerated in any way by the Contemplated Transactions, indicating the extent of

acceleration, if any. In addition, Section 3.2(b) of the Parent Disclosure Schedule lists each outstanding warrant to purchase shares of Parent Common Stock (a "***Parent Warrant***"), and the name of the holder thereof, the number of shares subject thereto, the exercise price thereof, the terms of exercise thereof, the exercise date thereof, and whether the exercisability of such warrant will be accelerated in any way by the Contemplated Transactions, indicating the extent of acceleration, if any.

(c) The shares of Parent Common Stock issuable pursuant to the Exchange Rights Agreement, upon issuance on the terms and conditions contemplated in the Exchange Rights Agreement, will be, as of the date of such issuance, duly authorized, validly issued, fully paid and non-assessable.

(d) Except as set forth in Section 3.2(d) of the Parent Disclosure Schedule: (i) none of the outstanding shares of Parent Common Stock are entitled or subject to any preemptive right, right of repurchase or forfeiture, right of participation, right of maintenance or any similar right; (ii) none of the outstanding shares of Parent Common Stock are subject to any right of first refusal in favor of Parent or any other Person for which a waiver of such right of first refusal has not been obtained; (iii) there are no outstanding bonds, debentures, notes or other Indebtedness of the Acquiring Companies having a right to vote on any matters on which the stockholders of Parent have a right to vote; and (iv) there is no Contract to which the Acquiring Companies are a party relating to the voting or registration of, or restricting any Person from purchasing, selling, pledging or otherwise disposing of (or from granting any option or similar right with respect to), any shares of Parent Common Stock. Except as set forth in Section 3.2(d) of the Parent Disclosure Schedule, none of the Acquiring Companies are under any obligation, or are bound by any Contract pursuant to which they may become obligated, to repurchase, redeem or otherwise acquire any outstanding shares of Parent Common Stock or other securities.

Section 3.3 Authority; Non-Contravention; Approvals.

(a) Parent has the requisite corporate power and authority to enter into this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by Parent in connection with the Contemplated Transactions (the "***Parent Documents***") and to perform its obligations hereunder and to consummate the Contemplated Transactions, except for the Parent Stockholder Matters which are subject to approval at the Parent Stockholder Meeting. The execution and delivery by Parent of this Agreement and the Parent Documents, the performance by Parent of its obligations hereunder and the consummation by Parent of the Contemplated Transactions have been duly authorized by all necessary corporate action on the part of Parent, ExchangeCo and CallCo to adopt this Agreement by Parent as sole stockholder of ExchangeCo and CallCo immediately following the execution hereof. The affirmative vote of the holders of a majority in voting power of the shares of Parent Common Stock outstanding on the applicable record date is the only vote of the holders of any class or series of Parent Common Stock necessary to adopt or approve the Parent Stockholder Matters. This Agreement has been, and the Parent Documents will be at or prior to the Closing, duly executed and delivered by Parent, ExchangeCo and CallCo, as applicable, and, assuming the due authorization, execution and delivery of this Agreement by Company, this Agreement constitutes, and the Parent Documents when so executed and delivered will constitute, the valid and binding obligation of Parent, ExchangeCo and CallCo, as applicable, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar laws and general principles of equity.

(b) The Parent Board, by resolutions duly adopted by a vote at a meeting of directors of Parent duly called and held, or by unanimous written Consent of the Parent Board, and, as of the date of this Agreement, not subsequently rescinded or modified in any way, has, as of the date of this Agreement (i) approved this Agreement, the Parent Documents, and determined that this Agreement, the Parent Documents and the Contemplated Transactions, are fair to, and in the best interests of Parent's Stockholders, and (ii) resolved to recommend that Parent's Stockholders approve the Parent Stockholder Matters and directed that such matters be submitted for consideration of the stockholders of Parent at the Parent Stockholders' Meeting. The ExchangeCo Board (by unanimous joint written consent with Parent as the sole stockholder) has: (x) determined that the Contemplated Transactions are fair to, advisable and in the best interests of ExchangeCo and its sole stockholder and (y) deemed advisable and approved this Agreement and the Contemplated Transactions. The CallCo Board (by unanimous joint written consent with Parent as the sole stockholder) has: (x) determined that the Contemplated Transactions are fair to, advisable and in the best interests of CallCo and its sole stockholder and (y) deemed advisable and approved this Agreement and the Contemplated Transactions. This Agreement has been duly executed and delivered by Parent, ExchangeCo and CallCo and, assuming the due authorization, execution and delivery by the Company, constitutes the legal, valid and binding obligation of Parent, ExchangeCo and CallCo, enforceable against each of Parent, ExchangeCo and CallCo in accordance with its terms.

(c) Except as set forth in Section 3.3(c) of the Parent Disclosure Schedule, the execution and delivery of this Agreement and the Parent Documents by Parent, ExchangeCo and CallCo, as applicable, does not, and the performance of this Agreement and the Parent Documents by Parent, ExchangeCo and CallCo, as applicable, will not, (i) conflict with or violate the certificate of incorporation or bylaws of any Acquiring Company, (ii) subject to obtaining approval of the Parent Stockholder Matters and compliance with the requirements set forth in Section 3.3(d) below, conflict with or violate any Law applicable to any Acquiring Company or by which their respective properties are bound or affected, except for any such conflicts or violations that would not have a Parent Material Adverse Effect or would not prevent or materially delay the consummation of the Contemplated Transactions, (iii) require an Acquiring Company to make any filing with or give any notice to or obtain any Consent from a Person pursuant to any Parent Contract, result in any breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or impair Parent's rights or alter the rights or obligations of any third party under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or Encumbrance on any of the properties or assets of Parent pursuant to, any Parent Contract, except as would not, individually or in the aggregate, have a Parent Material Adverse Effect or prevent or materially delay the Contemplated Transactions or (iv) result in the creation of any Encumbrance (other than Permitted Liens) on any of the properties or assets of any Acquiring Company, except as would not, individually or in the aggregate, have a Parent Material Adverse Effect or prevent or materially delay the Contemplated Transactions.

(d) No material Consent, approval, Order or authorization of, or registration, declaration or filing with any Governmental Body, is required by or with respect to Parent in connection with the execution and delivery of this Agreement, the Parent Documents or the consummation of the Contemplated Transactions, except for (i) the filing with the SEC of any outstanding periodic reports due under the Exchange Act, (ii) the filing of the Proxy Statement/Prospectus with the SEC in accordance with the Exchange Act, (iii) the filing of Current Reports on Form 8-K with the SEC within four (4) Business Days after the execution of this Agreement and the Closing Date, (iv) such Consents, Orders, registrations, declarations, filings or approvals as may be required under applicable federal or state securities or "blue sky" laws or the rules and regulations of Nasdaq or other applicable national securities exchange or over-the-counter market and (v) such Consents as may be required under the Antitrust Laws, in any case that are applicable to the transactions contemplated by this Agreement.

Section 3.4 Anti-Takeover Statutes Not Applicable. The Parent Board, the ExchangeCo Board and the CallCo Board have taken all actions so that no state takeover statute or similar Law applies or purports to apply to the execution, delivery or performance of this Agreement or to the consummation of Contemplated Transactions. The Parent Board, the ExchangeCo Board and the CallCo Board have taken all actions reasonably necessary to render inapplicable to this Agreement and the Contemplated Transactions any restrictions on business combinations under Delaware Law.

Section 3.5 SEC Filings; Parent Financial Statements; No Undisclosed Liabilities.

(a) Parent has made available to Company accurate and complete copies of all registration statements, proxy statements, Certifications (as defined below) and other statements, reports, schedules, forms and other documents filed by Parent with or furnished by Parent to the SEC since January 1, 2023 (such date, the "***Parent Lookback Date***," and such documents, the "***Parent SEC Documents***"), other than such documents that can be obtained on the SEC's website at www.sec.gov (the "***SEC Website***"). All Parent SEC Documents have been timely filed and, as of the time a Parent SEC Document was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Parent SEC Documents complied in all material respects with the applicable requirements of the Securities Act of 1933, as amended (the "***Securities Act***"), or the Exchange Act (as the case may be) and (ii) none of the Parent SEC Documents

contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each of the certifications and statements relating to the Parent SEC Documents required by: (1) the SEC's Order dated June 27, 2002 pursuant to Section 21(a)(1) of the Exchange Act (File No. 4-460); (2) Rule 13a-14 or 15d-14 under the Exchange Act; or (3) 18 U.S.C. §1350 (Section 906 of the Sarbanes-Oxley Act) is accurate and complete (the "***Certifications***"), and complied as to form and content with all applicable Laws in effect at the time such Parent Certification was filed with or furnished to the SEC. As used in this Section 3.5(a), the term "file" and variations thereof will be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(b) Except as set forth in Section 3.5(b) of the Parent Disclosure Schedule, Parent has not received any comment letter from the SEC or the staff thereof or any correspondence from the Nasdaq or the staff thereof relating to the delisting or maintenance of listing of the Parent Common Stock on the Nasdaq. As of the date of this Agreement, Parent has no outstanding or unresolved SEC comments. As of the date of this Agreement, except as set forth in Section 3.5(b) of the Parent Disclosure Schedule, Parent is in compliance in all material respects with the applicable listing and governance rules and regulations of the Nasdaq.

(c) Since the Parent Lookback Date, there have been no formal investigations regarding financial reporting or accounting policies and practices discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer or general counsel of Parent, the Parent Board or any committee thereof, other than ordinary course audits or reviews of accounting policies and practices or internal controls required by the Sarbanes-Oxley Act.

(d) Parent is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act that are effective as of the date of this Agreement.

(e) Parent and its Subsidiaries maintain disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are designed to ensure that all material information (both financial and non-financial) required to be disclosed by Parent in the reports that it files, submits or furnishes under the Exchange Act are recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the Certifications.

(f) The financial statements (including any related notes) contained or incorporated by reference in the Parent SEC Documents (the "***Parent Financials***"): (i) complied as to form in all material respects with the published rules and regulations of the SEC applicable thereto; (ii) were prepared in accordance with GAAP (except as may be indicated in the notes to such financial statements or, in the case of unaudited financial statements, as permitted by the SEC, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments that are not reasonably expected to be material in amount) applied on a consistent basis unless otherwise noted therein throughout the periods indicated; (iii) fairly present the consolidated financial position of Parent as of the respective dates thereof and the consolidated results of operations and cash flows of Parent for the periods covered thereby. Parent has not effected any securitization transactions or "off-balance sheet arrangements" (as defined in Item 303(c) of SEC Regulation S-K). Parent is not a party to any off-balance sheet partnerships, joint ventures, or similar arrangements. Other than as expressly disclosed in the Parent SEC Documents filed prior to the Effective Time, there has been no material change in Parent's accounting methods or principles that would be required to be disclosed in Parent Financials in accordance with GAAP.

(g) Except as disclosed in the Parent Financials, neither Parent nor any of its Subsidiaries have any Liabilities, except Liabilities (i) identified in the Parent Financials, (ii) incurred in connection with the Contemplated Transactions, (iii) disclosed in Section 3.5(g) of the Parent Disclosure Schedule, (iv) set forth in any Parent Contract, (v) incurred since the date of the Parent Unaudited Interim Balance Sheet in the ordinary course of business consistent with past practices or (vi) that would not have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 3.6 Absence Of Certain Changes Or Events. Since the date of the most recent periodic report on Form 10-K or 10-Q filed by Parent with the SEC through the date of this Agreement, and other than with respect to the negotiation, execution and performance of this Agreement and the Parent Documents, each of the Acquiring Companies has conducted its business in the ordinary course of business, and, except as set forth in Section 3.6 of the Parent Disclosure Schedule:

(a) there has not been any event that has had a Parent Material Adverse Effect;

(b) no Acquiring Company has entered into or amended any material terms of any Contract, in each case providing for new obligations in excess of $50,000;

(c) there has not been any revaluation of any Acquiring Companies' material assets; and

(d) no Acquiring Company has incurred any Indebtedness.

Section 3.7 Taxes.

(a) Each of the income and other Tax Returns that any Acquiring Company was required to file under applicable Laws: (i) has been timely filed on or before the applicable due date (including any extensions of such due date) and (ii) is true and complete in all material respects. All Taxes due and payable by Parent or its Subsidiaries have been timely paid, except to the extent such amounts are being contested in good faith by Parent or are properly reserved for on the books or records of Parent and its Subsidiaries. No extension of time with respect to any date on which a Tax Return was required to be filed by an Acquiring Company is in force (except where such Tax Return was filed), and no waiver or agreement by or with respect to an Acquiring Company is in force for the extension of time for the payment, collection or assessment of any Taxes, and no request has been made by an Acquiring Company in writing for any such extension or waiver (except, in each case, in connection with any request for extension of time for filing Tax Returns). There are no liens for Taxes on any asset of an Acquiring Company other than liens for Taxes not yet due and payable, Taxes contested in good faith or that are otherwise not material and reserved against in accordance with GAAP. No deficiency with respect to Taxes has been proposed, asserted or assessed in writing against Parent or its Subsidiaries which has not been fully paid or adequately reserved or reflected in the SEC Documents.

(b) No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings have been entered into by any Acquiring Company with any taxing authority or issued by any taxing authority to an Acquiring Company. There are no outstanding rulings of, or request for rulings with, any Governmental Body addressed to an Acquiring Company that are, or if issued would be, binding on any Acquiring Company.

(c) No Acquiring Company is a party to any Contract with any third party relating to allocating or sharing the payment of, or Liability for, Taxes or Tax benefits (other than pursuant to customary provisions included in credit agreements, leases, and agreements entered with employees, in each case, not primarily related to Taxes and entered into in the ordinary course of business). No Acquiring Company has any Liability for the Taxes of any third party under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law) as a transferee or successor or otherwise by operation of Laws.

(d) None of the Acquiring Companies is a "controlled foreign corporation" within the meaning of Section 957 of the Code or "passive foreign investment

company" within the meaning of Section 1297 of the Code.

(e) No Acquiring Company has participated in, or is currently participating in, a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2). Parent has disclosed on its respective United States federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of United States federal income Tax within the meaning of Section 6662 of the Code.

(f) No Acquiring Company has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code.

Section 3.8 Intellectual Property. Parent and its Subsidiaries own, or have rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade dress, trade secrets, know-how, software, inventions, Copyrights, licenses and other intellectual property rights that are necessary or required for, or used in connection with their respective businesses as presently conducted (collectively, the "***Parent Owned IP Rights***"). Neither Parent nor any of its Subsidiaries has received any written notice of a claim or otherwise has any knowledge of any claim that any Parent Owned IP Right, or that the manufacture, sale, offer for sale, development, use or importation of any product, product candidate or service by or on behalf of Parent or its Subsidiaries, violates, misappropriates or infringes upon rights of any Person, except as would not have or reasonably be expected to have a Parent Material Adverse Effect.

Section 3.9 Compliance with Laws.

(a) Parent and its Subsidiaries are not and have not been at any time in violation of (i) any Law, Order, judgment or decree applicable to Parent or any of its Subsidiaries or by which Parent or any of its Subsidiaries are bound or affected, or (ii) any Contract to which Parent or any of its Subsidiaries is a party or by which Parent or any of its Subsidiaries or its or any of their respective properties is bound or affected, defaults or violations. No investigation or review by any Governmental Body is pending or, to the knowledge of Parent, threatened against Parent or its Subsidiaries or any product of Parent, nor has any Governmental Body indicated to an Acquiring Company or its parent in writing an intention to conduct the same.

(b) Except for matters regarding the U.S. Food and Drug Administration (the "***FDA***") or other comparable Governmental Authority responsible for regulation of the development, testing, manufacturing, processing, storage, labeling, sale, marketing, advertising, distribution and importation or exportation of drug or medical device products ("***Drug/Device Regulatory Agency***"), Parent and its Subsidiaries hold all permits, licenses, registrations, authorizations, variances, exemptions, Orders and approvals from Governmental Bodies which are necessary to the operation of the business of Parent and its Subsidiaries taken as a whole (collectively, the "***Parent Permits***"). Parent and its Subsidiaries are in compliance in all material respects with the terms of the Parent Permits. No action, proceeding, revocation proceeding, amendment procedure, writ, injunction or claim is pending or, to the knowledge of Parent, threatened, which seeks to revoke or limit any Parent Permit. The rights and benefits of each Parent Permit will be available to the Company immediately after the Effective Time on terms substantially identical to those enjoyed by Parent immediately prior to the Effective Time. Parent has made available to Company all Parent Permits.

(c) Except as disclosed in Section 3.9(c) of the Parent Disclosure Schedule, neither Parent nor any of its Subsidiaries, nor any of their respective facilities, has been subject to an FDA or other Governmental Body shutdown or import or export prohibition, nor received any FDA Form 483 or other Governmental Body notice of inspectional observations, warning letter, untitled letter, or other written notice or correspondence from the FDA or other Governmental Body alleging or asserting noncompliance with any Drug/Device Law, or any request or requirement of the FDA or other Governmental Body, and, to the Knowledge of Parent, neither the FDA nor any other Governmental Body is considering such action.

(d) Each of Parent and its Subsidiaries holds and has at all times actively maintained all Governmental Authorizations issuable by FDA or any other Drug/Device Regulatory Agency required for the lawful conduct of the business of Parent and its Subsidiaries, and, as applicable, the lawful development, testing, manufacturing, processing, storage, labeling, sale, marketing, advertising, distribution and/or importation or exportation of any medical product candidate(s) that the Parent or any Subsidiary has, or is, developing, testing, storing, handling, distributing, and/or marketing (the "***Parent Product Candidates***") (the "***Parent Regulatory Permits***"), and no such Parent Regulatory Permit has been (i) revoked, withdrawn, suspended, cancelled or terminated or (ii) modified in any adverse manner. Section 3.9(d) of the Parent Disclosure Schedule identifies each Parent Regulatory Permit, along with, for each, the date issued and current status. Parent has timely maintained and is in compliance in all respects with the Parent Regulatory Permits and neither Parent nor or any of its Subsidiaries has, since the Parent Lookback Date, received any written notice or correspondence or, to the Knowledge of Parent, other communication from any Drug/Device Regulatory Agency regarding (A) any violation of or failure to comply with any term or requirement of any Parent Regulatory Permit or (B) any revocation, withdrawal, suspension, cancellation, termination or adverse modification of any Parent Regulatory Permit. Parent has made available to the Company all information requested by the Company in Parent's or its Subsidiaries' possession or control relating to Parent Product Candidates and the development, testing, manufacturing, processing, storage, labeling, sale, marketing, advertising, distribution and importation or exportation of the Parent Product Candidates, including, but not limited to, complete copies of the following (to the extent there are any): (x) adverse event reports; pre-clinical, clinical and other study reports and material study data; inspection reports, notices of adverse findings, untitled letters, warning letters, filings and letters and other written correspondence to and from any Drug/Device Regulatory Agency; and meeting minutes with any Drug/Device Regulatory Agency and (y) similar reports, material study data, notices, letters, filings, correspondence and meeting minutes with any other Governmental Authority. Any inspection reports, notices of adverse findings, untitled letters, warning letters, and all related correspondence with the issuing Drug/Device Regulatory Agency are also disclosed in Section 3.9(c) of the Parent Disclosure Schedule. All such information is accurate and complete in all material respects.

(e) All clinical, pre-clinical and other studies and tests conducted by or on behalf of, or sponsored by, Parent or its Subsidiaries, in which Parent or its Subsidiaries or their respective product candidates, including the Parent Product Candidates, have participated were, since the Parent Lookback Date, and, if ongoing, are being conducted in accordance in all respects with standard medical and scientific research procedures, and in compliance in all respects with Drug/Device Laws, including 21 C.F.R. Parts 11, 50, 54, 56, 58, 312 and 812, as applicable. Since the Parent Lookback Date, neither Parent nor any of its Subsidiaries has received any notices, correspondence, or other communications from any Institutional Review Board or Drug/Device Regulatory Agency relating to a clinical hold order on, or otherwise resulting in termination, delay or suspension of any clinical studies conducted by or on behalf of, or sponsored by, Parent or any of its Subsidiaries or in which Parent or any of its Subsidiaries or its current product candidates, including the Parent Product Candidates, have participated. Further, no clinical investigator, researcher or clinical staff participating in any clinical study conducted by or, to the Knowledge of Parent, on behalf of Parent or any of its Subsidiaries has been subject to FDA debarment or otherwise disqualified from participating in studies involving the Parent Product Candidates, and to the Knowledge of Parent, no such administrative action to disqualify such clinical investigators, researchers or clinical staff has been threatened or is pending.

(f) Neither Parent nor any of its Subsidiaries and, to the Knowledge of Parent, any contract manufacturer with respect to any Parent Product Candidate is the subject of any pending or, to the Knowledge of Parent, threatened investigation in respect of its business or products by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto or by any other Drug/Device Regulatory Agency under a comparable policy. Neither Parent nor any of its Subsidiaries, any of their respective contract manufacturers, nor their respective officers, employees or agents, with respect to any Parent Product Candidate has committed any acts, made any statement or failed to make any statement, in each case in respect of its business or products that would violate FDA's "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy, and any amendments thereto. None of Parent, any of its Subsidiaries, and to the Knowledge of Parent, any contract manufacturer with respect to any Parent Product Candidate, or any of their respective officers, employees or agents is currently or has been debarred, convicted of any crime or is engaging or has engaged in any conduct that could result in a material debarment or exclusion under (i) 21 U.S.C. Section 335a or (ii) any similar applicable Law. To the Knowledge of Parent, no

material debarment or exclusionary claims, actions, proceedings or investigations in respect of their business or products are pending or threatened against Parent, any of its Subsidiaries, or any of their respective contract manufacturers.

(g) All manufacturing operations conducted by or on behalf of Parent or its Subsidiaries in connection with any Parent Product Candidate, since the Parent Lookback Date, have been and are being conducted in compliance with all Drug/Device Laws and other applicable Laws, including the FDA's standards for current good manufacturing practices, including applicable requirements contained in 21 C.F.R. Parts 210 and 211, and the respective counterparts thereof promulgated by Governmental Bodies in states or countries outside the United States.

(h) None of Parent, any of its Subsidiaries, or any of their respective contract manufacturers or laboratories (i) is or has been subject to a Drug/Device Regulatory Agency shutdown or import or export prohibition or (ii) has received any Form FDA 483, notice of violation, warning letter, untitled letter or similar correspondence or notice from the FDA or other Drug/Device Regulatory Agency alleging or asserting noncompliance with any applicable Law, in each case, that have not been formally closed out as shown by documentation issued by the relevant Drug/Device Regulatory Agency, and, to the Knowledge of Parent, neither the FDA nor any other Drug/Device Regulatory Agency is considering such action.

(i) None of the Acquiring Companies, and to the knowledge of Parent, no Representative of any of the Acquiring Companies on their behalf with respect to any matter relating to any of the Acquiring Companies, has: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; (iii) knowingly and willfully offered or paid or solicited or received any remuneration, in cash or in kind, or made any financial arrangements (A) in return for referring an individual to a person for the furnishing or arranging of any item or service for which payment may be made in whole or in part by any third-party payor (including but not limited to any Federal Health Care Program), or (B) in return for purchasing, leasing, ordering or arranging for or recommending purchasing, leasing or ordering any good, facility, service or item for which payment may be made in whole or in part by any third-party payor or self-pay patient in material violation of any applicable Healthcare Law; (iv) given any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) in material violation of any applicable Healthcare Law; (v) established or maintained any unrecorded fund or asset for any purpose or made any misleading, false or artificial entries on any of its books or records in material violation of applicable Healthcare Laws; or (vi) made any other unlawful payment. There are no currently pending, and to the knowledge of the Parent, no Person has threatened to file, against any Acquiring Company, an action under any federal or state whistleblower statute related to alleged material noncompliance with applicable Healthcare Laws, including under the False Claims Act of 1863 (31 U.S.C. § 3729 et seq.). There is no plan, intention, or actual notification or filing by or on behalf of any Acquiring Company, self-disclosing any material violations of Healthcare Laws with any Governmental Body, including but not limited to a voluntary disclosure pursuant to the OIG's "Provider Self-Disclosure Protocol," the Centers for Medicare and Medicaid Services "Self-Referral Disclosure Protocol," or otherwise.

(j) Since the Parent Lookback Date, no product of the Acquiring Companies has at any time been recalled, withdrawn, suspended or discontinued (whether voluntarily or otherwise).

(k) Each of the Acquiring Companies (i) is, and since January 1, 2023, has been, in compliance in all material respects with (A) all written policies of Parent and each of its Subsidiaries pertaining to the logical and physical security of electronic data stored or used by the Acquiring Companies (the "***Parent Privacy Policy***"), (B) all applicable laws pertaining to privacy, data protection, user data or Parent Personal Information; (C) the requirements of any industry standard or self-regulatory organization by which Parent or any of its Subsidiaries is bound; and (D) contractual commitments by which Parent or any of its Subsidiaries is bound and (ii) has implemented and maintained commercially reasonable and appropriate administrative, technical, organizational and physical safeguards to protect such Parent Personal Information against unauthorized access and use. There has been no loss, damage or unauthorized access, disclosure, use or breach of security of Parent Personal Information maintained by or on behalf of Parent or any of its Subsidiaries, except in each case as would not, individually or in the aggregate, reasonably be likely to result in a Parent Material Adverse Effect. No Person (including any Governmental Body) has made any written claim or commenced any action with respect to unauthorized access, disclosure or use of Parent Personal Information maintained by or on behalf of any of Parent or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be likely to result in a Parent Material Adverse Effect. None of (1) the execution, delivery, or performance of this Agreement or (2) the consummation of any of the transactions contemplated by this Agreement, will violate any Parent Privacy Policy or any law pertaining to privacy, data protection user data or Parent Personal Information. "***Parent Personal Information***" means all data or information controlled, owned, stored, used or processed by Parent or any of its Subsidiaries regarding or capable of being associated with an individual person or device, including, but not limited to, (a) information that identifies, could be used to identify or is otherwise identifiable with an individual or a device or household, including name, physical address, telephone number, email address, financial information, financial account number or government-issued identifier, medical, health, or insurance information, gender, date of birth, educational or employment information, and any other data used or intended to be used to identify, contact or precisely locate an individual (e.g., geolocation data), (b) information or data bearing on an individual person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, (c) any data regarding an individual's activities online or on a mobile device or other application (e.g., searches conducted, web pages or content visited or viewed), whether or not such information is directly associated with an identifiable individual, and (d) internet protocol addresses, device identifiers or other persistent identifiers. Parent Personal Information also includes any information maintained in association with the foregoing information. Parent Personal Information may relate to any individual, including a current, prospective or former customer or employee, and includes information in any form, including paper, electronic and other forms.

(l) Since January 1, 2023, there has been no (i) material security incident, breach, or successful ransomware, denial of access attack, denial of service attack, hacking, or similar event with respect to any Parent IT Asset, nor (ii) any material unauthorized, accidental, or unlawful access to, or destruction, loss, alteration, disclosure, or other Processing of, Parent Data (each, in the case of (i) and (ii), a "***Parent Security Incident***"). None of the Acquiring Companies, nor, to the knowledge of Parent, all vendors, partners or other third parties that Process Parent Personal Information on behalf of, or that otherwise share Parent Personal Information with, the Acquiring Companies (in the case of such vendors, partners, and other third parties, relating to the Acquiring Companies) ("***Parent Data Partners***"), or been required to make, any disclosure or notification to any Person under any Parent privacy obligation in connection with any Parent Security Incident. None of the Acquiring Companies has received any notification from any Governmental Body or other Person of any material Action relating to the data privacy, data security, data protection, or the Processing of Parent Data, or alleging any violation of any Parent privacy obligation. To the knowledge of Parent, there has never been any audit, investigation or enforcement action (including any fines or other sanctions) by any Governmental Body or other Person relating to any Parent Security Incident or violation of any Parent privacy obligation.

(m) Each of the Acquiring Companies are, and at all times have been, in material compliance with all applicable Healthcare Laws. There are no Legal Proceedings pending or, to the Knowledge of Parent, threatened with respect to an alleged violation by Parent or any of its Subsidiaries of any Healthcare Laws. No Acquiring Company, nor, to the knowledge of Parent, any officer, director, manager, employee or any other personnel of any Acquiring Company, is a party to a corporate integrity agreement, deferred prosecution agreement, consent decree, or similar agreement with or imposed by a Governmental Body or has any reporting obligations pursuant to a settlement agreement, corrective action plan, or other remedial measure entered into with any Governmental Body. No Acquiring Company has been served with or received any search warrant, subpoena, or civil investigative demand from any Governmental Body regarding any actual or alleged violation of any Healthcare Laws.

(n) All filings, submissions, reports, data and materials submitted by or on behalf of the Acquiring Company to any Governmental Body in connection with any obligations under Healthcare Laws, including but not limited to any reporting or disclosure requirements under the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h) and state transparency laws, have been true, complete, and correct in all material respects. No Company, or any Representative on behalf of any Company,

has: (i) knowingly and willfully made or caused to be made a false statement or representation of a material fact in any application for any benefit or payment under any Federal Health Care Program, (ii) knowingly and willfully made or caused to be a made a false statement or representation of material fact in determining rights to any benefit or payment under any Federal Health Care Program, or (iii) presented or caused to be presented a claim for reimbursement for services that is for an item or services that was known or should have been known to be (A) not provided as claimed, or (B) false or fraudulent.

(o) Each of the Acquiring Companies maintains and adheres to, in each case of the foregoing, in all material respects, corporate compliance programs reasonably designed to ensure compliance with and to detect, prevent, and address material violations of all material Healthcare Laws, applicable to it and/or its assets, business or operations and that qualifies as an "effective compliance and ethics program" for purpose of Chapter 8 of the Federal Sentencing Guidelines (collectively, "***Health Care Compliance Program***"). Such Health Care Compliance Program complies in all material respects with applicable final and available guidelines on compliance programs issued by the U.S. Department of Health and Human Services Office of Inspector General ("***OIG***") and the current version of the AdvaMed Code of Ethics on Interactions with U.S. Health Care Professionals. No Acquiring Company is aware of any complaints from employees, independent contractors, vendors, physicians, customers, patients or other Persons that would reasonably be considered a material violation of any applicable Healthcare Law.

(p) All direct and indirect financial relationships between the Acquiring Company and any healthcare professional or other Person in a position to purchase, prescribe, order, or recommend the Acquiring Company's products, refer patients, or otherwise generate business for the Acquiring Company have at all times complied with the federal Anti-Kickback Statute, as codified in 42 U.S.C. §1320a-7b, the Federal Stark Law, as codified in 42 U.S.C. §1395nn and the regulations promulgated thereunder, and similar and other healthcare fraud and abuse Laws and regulations. The Acquiring Company has not established or participated in, directly or indirectly, any discount program, copay waiver or reduction, charitable fund, patient assistance program, or other financial incentive for the purchase or use of the Acquiring Company's products or services that is in violation of any Healthcare Laws.

(q) Neither the Acquiring Company or its respective directors, officers or employees, or, to the knowledge of Parent, any other Representative or Person acting at the direction of or on behalf of the Acquiring Company: (i) has been charged with or convicted of any criminal offense relating to the delivery of an item or service under any Federal Health Care Program, (ii) has been debarred, excluded or suspended from participation in any Federal Health Care Program, (iii) has had a civil monetary penalty assessed against it, him or her under 42 U.S.C. §1320a-7a, (iv) is currently listed on the list of parties excluded from federal procurement programs and non-procurement programs as maintained in the Government Services Administration's System for Award Management or other federal agencies, (v) has received written notice that it is the target of any investigation relating to any Federal Health Care Program-related offense or (vi) to the knowledge of the Parent, has engaged in any activity that is in violation of, or is cause for civil penalties, debarment or mandatory or permissive exclusion under federal or state laws.

Section 3.10 Legal Proceedings; Orders.

(a) There is no pending Legal Proceeding, and no Person has, to the knowledge of Parent, threatened in writing to commence any Legal Proceeding: (i) that involves any of the Acquiring Companies, any business of any of the Acquiring Companies or any of the assets owned, leased or used by any of the Acquiring Companies or to the knowledge of Parent any present or former officer, director or employee of the Acquiring Companies in such individual's capacity as such; (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with the Contemplated Transactions or (iii) that involves any product of the Acquiring Companies. No Legal Proceeding has had or, if adversely determined, would reasonably be expected to have or result in a Parent Material Adverse Effect. To the knowledge of Parent, no event has occurred, and no claim, dispute or other condition or circumstance exists, that would reasonably be expected to give rise to or serve as a basis for the commencement of any Legal Proceeding of the type described in clause (i) or clause (ii) of the first sentence of this Section 3.10(a).

(b) There is no Order to which any of the Acquiring Companies, or the assets owned or used by any of the Acquiring Companies (including, without limitation, any product of the Acquiring Companies), is subject. To the knowledge of Parent, no officer or other key employee of any of the Acquiring Companies is subject to any Order that prohibits such officer or other employee from engaging in or continuing any conduct, activity or practice relating to the business of any of the Acquiring Companies.

Section 3.11 Brokers' and Finders' Fees. Except as set forth in Section 3.11 of the Parent Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Contemplated Transactions based upon arrangements made by or on behalf of any of the Acquiring Companies.

Section 3.12 Employee Benefit Plans.

(a) Section 3.12(a) of the Parent Disclosure Schedule sets forth, as of the date of this Agreement, a complete and accurate list of each material Employee Benefit Plan that is currently sponsored, maintained, contributed to, or required to be contributed to or with respect to which any potential liability is borne by any Acquiring Company or any of their ERISA Affiliates (collectively, the "***Parent Employee Plans***"). Neither Parent nor, to the knowledge of Parent, any other Person, has made any commitment to modify, change or terminate any Parent Employee Plan, other than with respect to a modification, change or termination required by Laws. With respect to each material Parent Employee Plan, Parent has made available to Company, accurate and complete copies of the following documents: (i) the plan document and any related trust agreement, including amendments thereto; (ii) any current summary plan descriptions and other material communications to participants relating to the plan; (iii) each plan trust, insurance, annuity or other funding contract or service provider agreement related thereto; (iv) the most recent plan financial statements and actuarial or other valuation reports prepared with respect thereto, if any; (v) the most recent Internal Revenue Service determination or opinion letter, if any; (vi) copies of the most recent plan year nondiscrimination and coverage testing results for each plan subject to such testing requirements; and (vii) the most recent annual reports (Form 5500) and all schedules attached thereto for each Parent Employee Plan that is subject to ERISA and Code reporting requirements.

(b) Each Parent Employee Plan is being, and has been, administered in accordance with its terms and in compliance with the requirements prescribed by any and all Laws (including ERISA and the Code), in all material respects. No Acquiring Company is in material default under or material violation of, and has no knowledge of any material defaults or material violations by any other party to, any of Parent Employee Plans. All contributions required to be made by any Acquiring Company or any their ERISA Affiliates to any Parent Employee Plan have been timely paid or accrued on the most recent Parent Financials on file with the SEC, if required under GAAP. Any Parent Employee Plan intended to be qualified under Section 401(a) of the Code has either obtained from the Internal Revenue Service a favorable determination letter or opinion letter as to its qualified status under the Code, and to the knowledge of Parent, no event has occurred and no condition exists with respect to the form or operation of such Parent Employee Plan that would cause the loss of such qualification.

(c) No Parent Employee Plan provides retiree medical or other retiree welfare benefits to any person, except as required by COBRA. No suit, administrative proceeding or action has been brought, or to the knowledge of Parent, is threatened against or with respect to any such Parent Employee Plan, including any audit or inquiry by the Internal Revenue Service or the United States Department of Labor (other than routine claims for benefits arising under such plans).

(d) No Acquiring Company nor any of their ERISA Affiliates has, during the past six (6) years from the Effective Time, maintained, established, sponsored, participated in or contributed to, or is obligated to contribute to, or otherwise incurred any obligation or liability (including any contingent liability) under, any

"multiemployer plan" (as defined in Section 3(37) of ERISA) or any "pension plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA or Section 412 of the Code. No Acquiring Company nor any of their ERISA Affiliates has, as of the date of this Agreement, any actual or potential withdrawal liability (including any contingent liability) for any complete or partial withdrawal (as defined in Sections 4203 and 4205 of ERISA) from any multiemployer plan.

(e) Except as set forth in Section 3.12(e) of the Parent Disclosure Schedule, consummation of the Contemplated Transactions will not (i) entitle any current or former employee or other service provider of an Acquiring Company or any of their ERISA Affiliates to severance benefits or any other payment (including unemployment compensation, golden parachute, bonus or benefits under any Parent Employee Plan); (ii) accelerate the time of payment or vesting of any such benefits or increase the amount of compensation due any such employee or service provider; (iii) result in the forgiveness of any Indebtedness; (iv) result in any obligation to fund future benefits under any Parent Employee Plan; or (v) result in the imposition of any restrictions with respect to the amendment or termination of any of Parent Employee Plans. No benefit payable or that may become payable by an Acquiring Company pursuant to any Parent Employee Plan in connection with the Contemplated Transactions will constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code) subject to the imposition of an excise Tax under Section 4999 of the Code or the deduction for which would be disallowed by reason of Section 280G of the Code.

(f) Each Parent Employee Plan that constitutes in any part a "nonqualified deferred compensation plan" (as such term is defined under Section 409A(d)(1) of the Code and the guidance thereunder) (each, a "***Parent 409A Plan***") has been operated and maintained in all material respects in operational and documentary compliance with the requirements of Section 409A of the Code and the applicable guidance thereunder. No payment to be made under any Parent 409A Plan is or, when made in accordance with the terms of the Parent 409A Plan, will be subject to the penalties of Section 409A(a)(1) of the Code.

Section 3.13 Title to Assets; Real Property.

(a) The Acquiring Companies own, and have good, valid and marketable title to, or, in the case of leased assets, valid leasehold interests in or other rights to use, all tangible assets purported to be owned or leased by them, in each case, that are material to the Acquiring Companies taken as a whole. All of said assets are owned or, in the case of leased assets, leased by the Acquiring Companies, in each case, free and clear of any Encumbrances, except for Permitted Liens. Each of the Acquiring Companies has complied with the material terms of all leases to real and personal property to which it is a party, and all such leases are in full force and effect, except for any such noncompliance or failure to be in full force and effect that, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect. The Acquiring Companies enjoy peaceful and undisturbed possession under all such leases, except for any such failure to do so that, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) Section 3.13(b) of the Parent Disclosure Schedule sets forth a true and complete list of (i) all real property owned by the Acquiring Companies and (ii) all real property leased for the benefit of the Acquiring Companies.

(c) All material items of equipment and other tangible assets owned by or leased to the Acquiring Companies are adequate for the uses to which they are being put, are in good condition and repair (ordinary wear and tear excepted) and are adequate for the conduct of the business of the Acquiring Companies in the manner in which such businesses are currently being conducted immediately prior to the Effective Time. The Acquiring Companies do not own and have not, since the Parent Lookback Date, owned any real property or any interest in real property, except for the leaseholds created under the real property leases identified in Section 3.13(b) of the Parent Disclosure Schedule.

(d) Nothing in this Section 3.13 relates to Intellectual Property, which is covered with respect to the Acquiring Companies solely by Section 3.8.

Section 3.14 Environmental Matters.

(a) No hazardous material has been released as a result of the deliberate actions of Parent or any of its Subsidiaries, or, to the knowledge of Parent, as a result of any actions of any third party or otherwise, in, on or under any property, including the land and the improvements, ground water and surface water thereof, that Parent or any of its Subsidiaries currently owns, operates, occupies or leases, in such quantities as would cause a Parent Material Adverse Effect.

(b) Neither Parent nor any of its Subsidiaries has engaged in Hazardous Material Activities in material violation of any Law in effect on or before the Effective Time.

(c) Parent and its Subsidiaries currently hold all environmental approvals, permits, licenses, clearances and Consents (the "***Parent Environmental Permits***") necessary for the conduct of Parent's and its Subsidiaries' Hazardous Material Activities and other businesses of Parent and its Subsidiaries as such activities and businesses are currently being conducted.

(d) No material action, proceeding, revocation proceeding, amendment procedure, writ, injunction or claim is pending, or to the knowledge of Parent, threatened concerning any Parent Environmental Permit, hazardous material or any Hazardous Material Activity of Parent or any of its Subsidiaries.

Section 3.15 Labor Matters.

(a) To the knowledge of Parent, no key employee or group of key employees has threatened to terminate employment with any Acquiring Company or has plans to terminate such employment.

(b) No Acquiring Company is a party to or bound by any collective bargaining agreement, nor has it experienced any strikes, union grievances, claims of unfair labor practices or other collective bargaining disputes.

(c) Except as set forth in Section 3.15(c) of the Parent Disclosure Schedule, no Acquiring Company is a party to any written or oral: (i) agreement with any current or former employee the benefits of which are contingent upon, or the terms of which will be materially altered by, the consummation of the Contemplated Transactions; (ii) agreement with any current or former employee of Parent providing any term of employment or compensation guarantee extending for a period longer than one (1) year from the Effective Time or for the payment of compensation in excess of $50,000 per annum; or (iii) agreement or plan the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, upon the consummation of the Contemplated Transactions.

Section 3.16 Parent Contracts.

(a) Except for Excluded Contracts or as set forth (x) in the most recent exhibit list on Parent's Form 10-K for the year ended December 31, 2024 or subsequently filed with the SEC pursuant to any current or periodic report and available on the SEC Website or (y) in Section 3.16(a) of the Parent Disclosure Schedule, neither Parent nor any of its Subsidiaries is a party to or is bound by:

(i) any management, employment, severance, retention, transaction bonus, change in control, consulting, relocation, repatriation or expatriation agreement or other similar Contract between: (A) any of the Acquiring Companies and (B) any active, retired or former employees, directors or consultants of

any Acquiring Company, other than any such Contract that is terminable "at will" (or following a notice period imposed by applicable Laws or, in the case of consulting agreements, following the notice period required in the Contract), or without any obligation on the part of any Acquiring Company to make any severance, termination, change in control or similar payment or to provide any benefit, other than severance payments required to be made by any Acquiring Company under applicable Laws;

(ii) any Contracts identified or required to be identified in Section 3.13(b) of the Parent Disclosure Schedule;

(iii) any Contract with any distributor, reseller or sales representative with an annual value in excess of $50,000;

(iv) any Contract with any manufacturer, vendor, or other Person for the supply of materials or performance of services by such third party to Parent in relation to the manufacture of Parent's products or product candidates with an annual value in excess of $50,000;

(v) any agreement or plan providing equity benefits to current or former employees of an Acquiring Company, including, without limitation, any stock option plan, stock appreciation right plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of benefits of which will be accelerated, by the occurrence of any of the Contemplated Transactions or the value of any of the benefits of which will be calculated on the basis of any of the Contemplated Transactions;

(vi) any Contract incorporating or relating to any guaranty, any warranty, any sharing of liabilities or any indemnity not entered into in the ordinary course of business, including any indemnification agreements between Parent or any of its Subsidiaries and any of its officers or directors;

(vii) any Contract imposing, by its express terms, any material restriction on the right or ability of any Acquiring Company: (A) to compete with any other Person; (B) to acquire any product or other asset or any services from any other Person; or (C) to develop, sell, supply, distribute, offer, support or service any product or any technology or other asset to or for any other Person;

(viii) any Contract relating to the disposition or acquisition of assets not in the ordinary course of business or any ownership interest in any corporation, partnership, joint venture or other business enterprise (other than Contracts in which the applicable disposition or acquisition has been consummated and there are no material ongoing obligations);

(ix) any mortgages, indentures, loans or credit agreements, security agreements or other agreements or instruments relating to the borrowing of money or extension of credit in excess of $50,000;

(x) any joint marketing or development agreement;

(xi) any commercial Contract that would reasonably be expected to have a material effect on the ability of Parent to perform any of its material obligations under this Agreement, or to consummate any of the transactions contemplated by this Agreement, that is not set forth on Section 3.16(a)(xi) of the Parent Disclosure Schedule;

(xii) any Contract that provides for: (A) any right of first refusal, right of first negotiation, right of first notification or similar right with respect to any securities or assets of any Acquiring Company for which a waiver of such right has not been obtained; or (B) any "no shop" provision or similar exclusivity provision with respect to any securities or assets of any Acquiring Company;

(xiii) any Contract that contemplates or involves the payment or delivery of cash or other consideration in an amount or having a value in excess of $50,000 or more in the aggregate, or contemplates or involves the performance of services having a value in excess of $50,000 or more in the aggregate, in each case following the date of this Agreement, other than any arrangement or agreement expressly contemplated or provided for under this Agreement; or

(xiv) any Contract that does not allow Parent or any of its Subsidiaries to terminate the Contract for convenience with no more than sixty (60) days prior notice to the other party and without the payment of any rebate, chargeback, penalty or other amount to such third party in connection with any such termination in an amount or having a value in excess of $50,000 in the aggregate.

(b) Parent has made available to Company an accurate and complete copy of each Contract listed or required to be listed in Section 3.16 of the Parent Disclosure Schedule (any such Contract, including any Contract that would be listed in Section 3.16 of the Parent Disclosure Schedule but for its inclusion in the most recent exhibit list of Parent's Form 10-K for the year ended December 31, 2024 or as an exhibit to any current or periodic report subsequently filed with the SEC, but excluding Excluded Contracts, a "***Parent Contract***"). Neither Parent nor any of its Subsidiaries, nor to the knowledge of Parent any other party to a Parent Contract, has, since the Parent Lookback Date, materially breached or violated in any material respect or materially defaulted under, or received written notice that it has breached, violated or defaulted under, any of the terms or conditions of any of the Parent Contracts. To the knowledge of Parent, no event has occurred, and, no circumstance or condition exists, that (with or without notice or lapse of time) would reasonably be expected to: (i) result in a violation or breach in any material respect of any of the provisions of any Parent Contract or (ii) give any Person the right to declare a default in any material respect under any Parent Contract, except for any immaterial violations, breaches or defaults. Each Parent Contract is in full force and effect and is the legal, valid and binding obligation of Parent and its Subsidiaries and, to the knowledge of Parent, of the other parties thereto, enforceable against Parent and its Subsidiaries and, to the knowledge of Parent, such other parties in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar laws and general principles of equity.

Section 3.17 Insurance.

(a) Section 3.17(a) of the Parent Disclosure Schedule sets forth each material insurance policy (the "***Parent Insurance Policies***") to which Parent or its Subsidiaries is a party. Parent or its Subsidiaries maintain all Parent Insurance Policies in such amounts, with such deductibles and against such risks and losses that are reasonably adequate for the operation of Parent's and its Subsidiaries' businesses in all material respects. To the knowledge of Parent, such Parent Insurance Policies are in full force and effect, maintained with reputable companies against loss relating to the business, operations and properties and such other risks as companies engaged in similar business as the Acquiring Companies would, in accordance with good business practice, customarily insure. Since the Parent Lookback Date, all premiums due and payable under such Parent Insurance Policies have been paid on a timely basis and each Acquiring Company is in compliance in all material respects with all other terms thereof. True, complete and correct copies of such Parent Insurance Policies, or summaries of all terms material thereof, have been made available to Company.

(b) There are no material claims pending under any Parent Insurance Policies as to which coverage has been questioned, denied or disputed. Since the Parent Lookback Date, all material claims thereunder have been filed in a due and timely fashion and no Acquiring Company has been refused insurance for which it has applied or had any policy of insurance terminated (other than at its request), nor has any Acquiring Company received written notice from any insurance carrier that: (i) such insurance will be canceled or that coverage thereunder will be reduced or eliminated; or (ii) premium costs with respect to such insurance will be increased, other than premium increases in the ordinary course of business applicable on their terms to all holders of similar policies

Section 3.18 Interested Party Transactions. No event has occurred since the Parent Lookback Date that would be required to be reported by Parent as a certain relationship or related transaction pursuant to Item 404 of Regulation S-K, if Parent were required to report such information in periodic reports pursuant to the Exchange Act.

Section 3.19 No Business Activities by ExchangeCo and CallCo. Except as set forth in the Parent SEC Documents filed prior to the date of this Agreement, since January 1, 2023 no event has occurred that would be required to be reported by Parent pursuant to Item 404 of Regulation S-K. Section 3.19 of the Parent Disclosure Schedule identifies each Person who is (or who may be deemed to be) an Affiliate of Parent as of the date of this Agreement.

Section 3.20 Solvency. Except as set forth in Section 3.20 of the Parent Disclosure Schedule, immediately after giving effect to the Contemplated Transactions, the Acquiring Companies will be Solvent. No transfer of property is being made, and no obligation is being incurred in connection with the Contemplated Transactions, with the intent to hinder, delay or defraud either present or future creditors of Parent or its Subsidiaries.

Section 3.21 Shell Company Status. Parent is not, and never has been, an issuer identified in Rule 144(i)(1)(i) of the Securities Act.

Section 3.22 Valid Issuance. The Parent Common Stock to be issued pursuant to the Exchange Rights Agreement will, when issued in accordance with the provisions of the Exchange Rights Agreement, be validly issued, fully paid and non-assessable.

Section 3.23 Absence of Liabilities. Immediately after giving effect to the Contemplated Transactions there will be no material debts, liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise, on the Parent except for the obligations related to this Agreement, and the Parent's corporate affairs arising after the Closing as specifically set forth in Section 3.23 of the Parent Disclosure Schedule. Immediately after the approval of the Parent Stockholders Matters, the Parent will terminate the employment of all of the employees of the Parent, subject to any fulfillment of any obligations or payments owed by the Parent to such employees pursuant to their employment agreements or other employment obligations entered into prior to the Effective Time, provided, however, for the avoidance of doubt this shall not include an obligation to terminate any of the employees of Company.

Section 3.24 Foreign Issuer. Parent: (i) is as of the date of this Agreement, and (ii) will be as of the Effective Time, a "foreign issuer" as such term is defined under Section 2.15 of NI 45-102. **Disclaimer of Other Representations and Warranties**. Except for the representations and warranties previously set forth in this Article III (as modified by the applicable Parent Disclosure Schedule and, subject to the introduction to this Article III, the Parent SEC Documents filed with the SEC from and after January 1, 2023), Parent makes no representation or warranty, express or implied, at law or in equity, with respect to any of its assets, Liabilities, or operations, and any such other representations and warranties are hereby expressly disclaimed and specifically that Parent makes no representation or warranty with respect to anything provided or made available to Company or their respective Representatives in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Subject to Section 11.13(h), except as set forth in the disclosure schedule delivered by the Shareholders to Parent (the "***Shareholders Disclosure Schedule***"), each Shareholder severally, and not jointly, represents and warrants to Parent, ExchangeCo and CallCo as follows:

Section 4.1 Organization; Authority The undersigned Shareholder is: (1) a corporation, unlimited liability company or similar Entity duly organized, validly existing and, in jurisdictions that recognize the concept, in good standing under the laws of the jurisdiction of its incorporation, formation or other establishment, as applicable, or (2) an individual residing in the United States of America, Canada or another nation which is not prohibited by any applicable Laws to enter into this Agreement and has all necessary power and authority: (i) to own the Company Common Stock and (ii) to perform its obligations under this Agreement by which it will be bound upon the date hereof.

(b) The undersigned Shareholder has the requisite power and authority to enter into this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by such Shareholder in connection with the Contemplated Transactions (the "***Shareholder Documents***") and to perform its obligations hereunder and to consummate the Contemplated Transactions. The execution and delivery of this Agreement by such Shareholder and the Shareholder Documents, the performance by such Shareholders of its obligations hereunder and the consummation by such Shareholder of the Contemplated Transactions have been duly authorized by all necessary corporate action/approvals, as applicable, on the part of such Shareholder. This Agreement has been, and the Shareholder Documents will be at or prior to the Closing, duly executed and delivered by such Shareholder and, assuming the due authorization, execution and delivery by Company, Parent, ExchangeCo and CallCo, this Agreement constitutes, and the Shareholder Documents when so executed and delivered will constitute, the valid and binding obligation of such Shareholder, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy and other similar laws and general principles of equity.

Section 4.2 Title. The undersigned Shareholder has good, valid and marketable title to the Company Common Stock as set forth on the Allocation Certificate which is held free and clear of any Encumbrances, except for Permitted Liens.

Section 4.3 Accredited Investor. The undersigned Shareholder is an "accredited investor" within the meaning of Rule 501(a) under the Securities Act for the reason(s) set forth in the accredited investor questionnaire signed by such Shareholder and delivered pursuant to Section 8.1(b) below.

Section 4.4 Disclaimer of Other Representations and Warranties. Except for the representations and warranties previously set forth in this Article IV (as modified by the applicable Shareholder Disclosure Schedule), the undersigned Shareholder makes no representation or warranty, express or implied, at law or in equity, with respect to any of the assets, Liabilities, or operations of the Company, and any such other representations and warranties are hereby expressly disclaimed and specifically that the undersigned Shareholder make no representation or warranty with respect to anything provided or made available to any other Party hereto or their respective Representatives in certain "*data rooms*" or management presentations in expectation of the transactions contemplated by this Agreement. Notwithstanding anything to the contrary contained herein, the liability of any Shareholder for any breach of, or inaccuracy in, any representations or warranties made by such Shareholder in this Agreement shall be limited in the aggregate to the amount of consideration actually received by such Shareholder pursuant to this Agreement.

Section 4.5 Canadian Shareholder Resale Restriction. Each Shareholder hereby acknowledges and agrees that upon the issuance of Parent Common Stock to such Shareholder in exchange for Exchangeable Shares issued in accordance with this Agreement, such Shareholder is restricted under applicable Canadian securities laws and shall not trade such Parent Common Stock unless the trade is made: (i) through an exchange, or a market, outside of Canada; or (ii) to a person or company outside of Canada, if at the time of such trade, the Shareholder is a resident of Canada.

Section 4.6 Independent Legal Advice. The undersigned Shareholder acknowledges and agrees that this Agreement has been prepared by Haynes and Boone, LLP, DuMoulin Black LLP and Fasken Martineau DuMoulin LLP, as legal counsel to the Company and Sichenzia Ross Ference Carmel LLP and Bennett Jones LLP, as legal counsel to Parent, and that at no time has Haynes and Boone, LLP, DuMoulin Black LLP or Fasken Martineau DuMoulin LLP provided legal advice to the Shareholders or Parent, nor has Sichenzia Ross Ference Carmel LLP or Bennett Jones LLP provided legal advice to the Shareholders or the Company. Each of the Parties, including, for greater certainty, each of the Shareholders, acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges and agrees that it has had the opportunity to

seek, and was not prevented or discouraged by any other party to this Agreement from seeking, any independent legal, financial (including tax) and other advice which it considered necessary before the execution and delivery of this Agreement and that, if it did not avail itself of that opportunity before signing this Agreement, such Shareholder did so voluntarily without any undue pressure, and agrees that failure to obtain independent legal advice will not be used as a defense to the enforcement of its obligations under this Agreement and the undersigned Shareholder waives any claim which it may now or in the future have with respect to this Agreement or the subject matter hereof based in any way on the absence of, lack of access to, or shortness of time available to rely on such advice.

ARTICLE V

CERTAIN AGREEMENTS RELATING TO THE CONDUCT OF BUSINESS PENDING THE CLOSING

Section 5.1 Conduct of Business by Parent. Parent agrees that between the date hereof and the earlier of the Effective Time or the date, if any, on which this Agreement is validly terminated pursuant to Section Section 10.1 (the "***Pre-Closing Period***"), except as specifically permitted or required by this Agreement, as required by applicable Law or as consented to in writing by the Company, Parent (a) shall and shall cause each of its Subsidiaries to conduct its business in the Ordinary Course of Business, including by preserving intact its and their present business organizations, goodwill and ongoing businesses and shall comply with Law (it being agreed by the Parties that with respect to the matters specifically addressed by any provision of Section 5.1(b), such specific provisions shall govern over the more general provision of thisSection 5.1(a)); and (b) shall not, and shall cause its Subsidiaries not to, directly or indirectly:

(i) declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of its capital stock or repurchase, redeem or otherwise reacquire any shares of its capital stock or other securities (except for the repurchase of shares of Parent Common Stock from terminated service providers of Parent or to otherwise satisfy Tax obligations with respect to awards granted pursuant to Parent Stock Plans or to pay the exercise price of Parent Options, in each case in accordance with the existing terms of the applicable Parent Stock Plan as in effect on the date of this Agreement);

(ii) sell, issue, grant, pledge or otherwise dispose of or encumber or authorize the issuance of: (A) any capital stock or other security (except for Parent Common Stock issued upon the valid exercise or settlement of outstanding Parent Options or Parent Existing Warrants), (B) any option, warrant or right to acquire any capital stock or any other security or (C) any instrument convertible into or exchangeable for any capital stock or other security;

(iii) form any Subsidiary or acquire any equity interest or other interest in any other Entity or enter into a joint venture with any other Entity;

(iv) except as required to give effect to anything in contemplation of the Closing, amend any of its Organizational Documents, or effect or be a party to any merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction except, for the avoidance of doubt, the Contemplated Transactions;

(v) (A) lend money to any Person, (B) incur or guarantee any indebtedness for borrowed money, or (C) guarantee any debt securities of any other Person;

(vi) acquire any asset (other than assets of de minimis value) or sell, lease or otherwise irrevocably dispose of any of its material assets or properties, or grant any Encumbrance (other than a Permitted Encumbrance) with respect to such assets or properties;

(vii) make, change or revoke any Tax election, file any amendment making any change to any Tax Return or adopt or change any accounting method in respect of Taxes, enter into any Tax closing agreement, settle any income or other Tax claim or assessment, submit any voluntary disclosure application, enter into any Tax allocation, Tax sharing or similar agreement (including indemnity arrangements), other than customary Contracts entered into in the Ordinary Course of Business, including with vendors, customers, lenders, or landlords, the principal subject matter of which is not Taxes, or consent to any extension or waiver of the limitation period applicable to or relating to any Tax claim or assessment, other than any such extension or waiver that is obtained in the Ordinary Course of Business;

(viii) except as set forth on Section 5.1(viii) of the Parent Disclosure Schedule, spend or dispose of any cash or cash equivalents in excess of $5,000, other than expenses payable in the Ordinary Course of Business; or

(ix) agree, resolve or commit to do any of the foregoing.

Nothing contained in this Agreement shall give the Company, directly or indirectly, the right to control or direct the operations of Parent prior to the Effective Time. Prior to the Effective Time, Parent shall exercise, consistent with the terms and conditions of this Agreement, complete unilateral control and supervision over its business operations.

Section 5.2 Conduct of Business by the Company. The Company agrees that during the Pre-Closing Period, except as specifically permitted or required by this Agreement, as required by applicable Law, as consented to in writing by Parent, the Company (a) shall comply with Law and to conduct its business in the Ordinary Course of Business and use commercially reasonable efforts to preserve intact its and their present business organizations, goodwill and ongoing businesses (it being agreed by the Parties that with respect to the matters specifically addressed by any provision of Section 5.2(b), such specific provisions shall govern over the more general provision of thisSection 5.2(a)); and (b) shall not, and shall cause its Subsidiary not to, directly or indirectly:

(i) declare, accrue, set aside or pay any dividend or make any other distribution in respect of any shares of its capital stock or repurchase, redeem or otherwise reacquire any shares of its capital stock or other securities;

(ii) sell, issue, grant, pledge or otherwise dispose of or encumber or authorize the issuance of: (A) any capital stock or other security, (B) any option, warrant or right to acquire any capital stock or any other security or (C) any instrument convertible into or exchangeable for any capital stock or other security;

(iii) form any Subsidiary or acquire any equity interest or other interest in any other Entity or enter into a joint venture with any other Entity;

(iv) except as required to give effect to anything in contemplation of the Closing, amend any of its Organizational Documents, or effect or be a party to any merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction except, for the avoidance of doubt, the Contemplated Transactions;

(v) (A) lend money to any Person, (B) incur or guarantee any indebtedness for borrowed money, or (C) guarantee any debt securities of any other Person;

(vi) acquire any asset (other than assets of de minimis value) or sell, lease or otherwise irrevocably dispose of any of its material assets or properties, or grant any Encumbrance (other than a Permitted Encumbrance) with respect to such assets or properties;

(vii) make, change or revoke any Tax election, file any amendment making any change to any Tax Return or adopt or change any accounting method in respect of Taxes, enter into any Tax closing agreement, settle any income or other Tax claim or assessment, submit any voluntary disclosure application, enter into any Tax allocation, Tax sharing or similar agreement (including indemnity arrangements), other than customary Contracts entered into in the Ordinary Course of Business, including with vendors, customers, lenders, or landlords, the principal subject matter of which is not Taxes, or consent to any extension or waiver of the limitation period applicable to or relating to any Tax claim or assessment, other than any such extension or waiver that is obtained in the Ordinary Course of Business;

(viii) spend or dispose of any cash or cash equivalents in excess of $5,000, other than expenses payable in the Ordinary Course of Business; or

(ix) agree, resolve or commit to do any of the foregoing.

Section 5.3 No Solicitation.

(a) Each of Parent and the Company agrees that, during the Pre-Closing Period, neither it nor any of its Subsidiaries shall, nor shall it or any of its Subsidiaries authorize any of its Representatives to, directly or indirectly: (i) solicit, initiate or knowingly encourage, induce or facilitate the communication, making, submission or announcement of any Acquisition Proposal or Acquisition Inquiry or take any action that would reasonably be expected to lead to an Acquisition Proposal or Acquisition Inquiry, (ii) furnish any non-public information regarding such Party to any Person in connection with or in response to an Acquisition Proposal or Acquisition Inquiry, (iii) engage in discussions or negotiations with any Person with respect to any Acquisition Proposal or Acquisition Inquiry, (iv) approve, endorse or recommend any Acquisition Proposal, (v) execute or enter into any letter of intent or any Contract contemplating or otherwise relating to any Acquisition Transaction or (vi) publicly propose to do any of the foregoing. Without limiting the generality of the foregoing, each Party acknowledges and agrees that, in the event any Representative of such Party takes any action that, if taken by such Party, would constitute a breach of this Section 5.3 by such Party, the taking of such action by such Representative shall be deemed to constitute a breach of this Section 5.3 by such Party for purposes of this Agreement.

(b) If any Party or any Representative of such Party receives an Acquisition Proposal or Acquisition Inquiry at any time during the Pre-Closing Period, then such Party shall promptly (and in no event later than twenty-four (24) hours after such Party's advisors, directors or officers become aware of such Acquisition Proposal or Acquisition Inquiry) advise the other Party orally and in writing of such Acquisition Proposal or Acquisition Inquiry (including the identity of the Person making or submitting such Acquisition Proposal or Acquisition Inquiry, and the terms thereof, and copies of all written communications received by such Party). Such Party shall keep the other Party reasonably informed with respect to the status and terms of any such Acquisition Proposal or Acquisition Inquiry and any material modification or material proposed modification thereto.

ARTICLE VI

ADDITIONAL AGREEMENTS OF THE PARTIES

Section 6.1 Parent Stockholders' Meeting.

(a) As promptly as practicable following the execution of this Agreement, Parent shall take all action necessary under applicable Law to call, give notice of and hold a meeting of the holders of Parent Common Stock for the purpose of seeking:

(i) approval of the Exchangeable Shares Proposal;

(ii) approval of the issuance of the US Parent Trust Stock (as defined in the Exchange Rights Agreement) to the Trustee;

(iii) approval of the New Incentive Plan; and

(iv) authorization of an amendment of Parent's certificate of incorporation to authorize sufficient Parent Common Stock to be issued in connection with (x) the ability for the Exchangeable Shares to exchange their Exchangeable Shares into Parent Common Stock pursuant to the Exchangeable Shares Agreement; (y) issuance of the US Parent Trust Stock and (z) the New Incentive Plan (the "***Charter Amendment Proposal***" and the matters contemplated by the clauses 4.1(a)(i)–(iv) are referred to as the "***Parent Stockholder Matters***," and such meeting, the "***Parent Stockholders' Meeting***").

(b) Parent agrees to use reasonable best efforts to call and hold the Parent Stockholders' Meeting as soon as practicable after the Effective Time. If the approval of the Parent Stockholder Matters is not obtained at the Parent Stockholders' Meeting or if on a date preceding the Parent Stockholders' Meeting, Parent reasonably believes that (i) it will not receive proxies sufficient to obtain the Required Parent Stockholder Vote, whether or not quorum would be present or (ii) it will not have sufficient shares of Parent Common Stock represented (whether in person or by proxy) to constitute a quorum necessary to conduct the business of the Parent Stockholders' Meeting, then, in each case, Parent will use its reasonable best efforts to adjourn the Parent Stockholders' Meeting one or more times to a date or dates no more than thirty (30) days after the scheduled date for such meeting, and to obtain such approvals at such time. If the Parent Stockholders' Meeting is not so adjourned, and/or if the approval of the Parent Stockholder Matters is not then obtained, Parent will use its reasonable best efforts to obtain such approvals as soon as practicable thereafter, and in any event to obtain such approvals at the next occurring annual meeting of the stockholders of Parent or, if such annual meeting is not scheduled to be held within four months after the Parent Stockholders' Meeting, a special meeting of the stockholders of Parent to be held within four months after the Parent Stockholders' Meeting. Parent will hold an annual meeting or special meeting of its stockholders, at which a vote of the stockholders of Parent to approve the Parent Stockholder Matters will be solicited and taken, at least once every four (4) months until Parent obtains approval of the Parent Stockholder Matters.

(c) Parent agrees that: (i) the Parent Board shall recommend that the holders of Parent Common Stock vote to approve the Parent Stockholder Matters and shall use its reasonable best efforts to solicit and obtain such approval within the time frames set forth in Section 6.2(c) and (ii) the Proxy Statement shall include a statement to the effect that the Parent Board recommends that the Parent's stockholders vote to approve the Parent Stockholder Matters.

(d) The Company and Parent acknowledge that, under the NASDAQ Rules, the Parent Common Stock issued to the shareholders who exchanged their Exchangeable Shares for Parent Common Stock will not be entitled to vote on the Exchangeable Shares Proposal.

Section 6.2 SEC Filings.

(a) As promptly as practicable after the Closing Date, Parent shall prepare and file with the SEC a proxy statement relating to the Parent Stockholders' Meeting to be held in connection with the Parent Stockholder Matters (together with any amendments thereof or supplements thereto, the "***Proxy Statement***"). Parent shall use its

commercially reasonable efforts to (i) cause the Proxy Statement to comply with applicable rules and regulations promulgated by the SEC and (ii) respond promptly to any comments or requests of the SEC or its staff related to the Proxy Statement.

(b) Parent covenants and agrees that the Proxy Statement (and the letters to stockholders, notice of meeting and form of proxy included therewith) will (i) comply as to form in all material respects with the requirements of applicable U.S. federal securities Laws and the DGCL, and (ii) not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) Parent shall use commercially reasonable efforts to cause the definitive Proxy Statement to be mailed to Parent's stockholders as promptly as practicable after either (i) the SEC has indicated that it does not intend to review the Proxy Statement or that its review of the Proxy Statement has been completed or (ii) at least ten (10) days shall have passed since the Proxy Statement was filed with the SEC without receiving any correspondence from the SEC commenting upon, or indicating that it intends to review, the Proxy Statement, all in compliance with applicable U.S. federal securities laws and the DGCL. If Parent, ExchangeCo, CallCo or the Company (A) become aware of any event or information that, pursuant to the Securities Act or the Exchange Act, should be disclosed in an amendment or supplement to the Proxy Statement, (B) receives notice of any SEC request for an amendment or supplement to the Proxy Statement or for additional information related thereto, or (C) receives SEC comments on the Proxy Statement, as the case may be, then such party, as the case may be, shall promptly inform the other parties thereof and shall cooperate with such other parties in Parent filing such amendment or supplement with the SEC and, if appropriate, in mailing such amendment or supplement to the Parent stockholders.

(d) As promptly as practicable after the Closing Date, Parent shall file with the SEC, (and in any event, on or prior to the date that is 30th calendar day following the Closing Date) a registration statement on Form S-3 (or any successor form), if available, or if not available, a registration statement on Form S-1 (or any successor form) for use by Parent, with respect to the any Exchangeable Shares issued and issuable pursuant to the Exchange Rights Agreement to the extent necessary to register such shares for resale under the Securities Act.

Section 6.3 Reservation of Parent Common Stock; Issuance of Shares of Parent Common Stock. Parent covenants that at all times after the Closing Date, for as long as any Exchangeable Shares remain outstanding, Parent shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Parent Common Stock or shares of Parent Common Stock held in treasury by Parent, for the purpose of allowing such Exchangeable Shares to exchange into Parent Common Stock pursuant to the Exchange Agreement, the full number of shares of Parent Common Stock then issuable upon the exchange of the Exchangeable Shares then outstanding. All shares of Parent Common Stock delivered upon exchange of the Exchangeable Shares shall be newly issued shares or shares held in treasury by Parent, shall have been duly authorized and validly issued and shall be fully paid and nonassessable, and shall be free from preemptive rights and free of any Encumbrance.

Section 6.4 Indemnification of Officers and Directors.

(a) From the Effective Time through the sixth (6^{th}) anniversary of the Effective Time, each of Parent and the Company shall indemnify and hold harmless each person who is now, or has been at any time prior to the Effective Time, or who becomes prior to the Effective Time, a director or officer of Parent or the Company or any of their respective Subsidiaries, respectively (the "***D&O Indemnified Parties***"), against all claims, losses, liabilities, damages, judgments, fines and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the D&O Indemnified Party is or was a director or officer of Parent or of the Company, or any Subsidiary thereof, asserted or claimed prior to the Effective Time, in each case, to the fullest extent permitted under applicable Law. Except in the case of fraud and willful misconduct, each D&O Indemnified Party will be entitled to advancement of expenses incurred in the defense of any such claim, action, suit, proceeding or investigation from each of Parent and the Company, jointly and severally, upon receipt by Parent or the Company from the D&O Indemnified Party of a request therefor; *provided* that any such person to whom expenses are advanced provides an undertaking to Parent, to the extent then required by the DGCL and BCABC, as applicable, to repay such advances if it is ultimately determined that such person is not entitled to indemnification.

(b) The provisions of the certificate of incorporation and bylaws of Parent with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers of Parent that are presently set forth in the certificate of incorporation and bylaws of Parent shall not be amended, modified or repealed for a period of six years from the Effective Time in a manner that would adversely affect the rights thereunder of individuals who, at or prior to Effective Time, were officers or directors of Parent, unless such modification is required by applicable Law. The notice of articles and articles of incorporation of the Company shall contain, and Parent shall cause the notice of articles and articles of incorporation of the Company to so contain, provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of present and former directors and officers as those presently set forth in the certificate of incorporation and bylaws of Parent.

(c) From and after the Effective Time, (i) the Company shall fulfill and honor in all respects the obligations of the Company to its D&O Indemnified Parties as of immediately prior to the Closing pursuant to any indemnification provisions under the Company's Organizational Documents and pursuant to any indemnification agreements between the Company and such D&O Indemnified Parties, with respect to claims arising out of matters occurring at or prior to the Effective Time and (ii) Parent shall fulfill and honor in all respects the obligations of Parent to its D&O Indemnified Parties as of immediately prior to the Closing pursuant to any indemnification provisions under Parent's Organizational Documents and pursuant to any indemnification agreements between Parent and such D&O Indemnified Parties, with respect to claims arising out of matters occurring at or prior to the Effective Time.

(d) From and after the Effective Time, Parent shall continue to maintain directors' and officers' liability insurance policies, with an effective date as of the Closing Date, on commercially available terms and conditions and with coverage limits customary for U.S. public companies similarly situated to Parent. From and after the Effective Time, Parent shall pay all expenses, including reasonable attorneys' fees, that are incurred by the persons referred to in this Section 6.4 in connection with their successful enforcement of the rights provided to such persons in this Section 6.4.

(e) The provisions of this Section 6.4 are intended to be in addition to the rights otherwise available to the current and former officers and directors of Parent and the Company by Law, charter, statute, bylaw or agreement, and shall operate for the benefit of, and shall be enforceable by, each of the D&O Indemnified Parties, their heirs and their representatives.

(f) In the event Parent or the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or Company or entity of such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of Parent or the Company, as the case may be, shall succeed to the obligations set forth in this Section 6.4. Parent shall cause the Company to perform all of the obligations of the Company under this Section 6.4.

Section 6.5 Additional Agreements. The Parties shall use reasonable best efforts to cause to be taken all actions necessary to consummate the Contemplated Transactions. Without limiting the generality of the foregoing, each Party to this Agreement: (a) shall make all filings and other submissions (if any) and give all notices (if any) required to be made and given by such Party in connection with the Contemplated Transactions; (b) shall use reasonable best efforts to obtain each Consent (if any) reasonably required to be obtained (pursuant to any applicable Law or Contract, or otherwise) by such Party in connection with the Contemplated Transactions or for such Contract to remain in full force and effect; (c) shall use reasonable best efforts to lift any injunction prohibiting, or any other legal bar to, the Contemplated Transactions; and (d) shall use reasonable best efforts to satisfy the conditions precedent to the consummation of this Agreement.

Section 6.6 Listing. Parent shall use its reasonable best efforts to (a) maintain its existing listing on NASDAQ; (b) prepare and submit to NASDAQ a notification form for the listing of the shares of Parent Common Stock issued pursuant to an exchange of the Exchangeable Shares pursuant to the Exchange Rights Agreement; and (c) to the extent required by NASDAQ rules and regulations, file an initial listing application for the Parent Common Stock on NASDAQ (the "***NASDAQ Listing Application***"), which NASDAQ Application shall be prepared in cooperation with the Company, and to cause such NASDAQ Listing Application to be conditionally approved as soon as practicable after the Effective Time. The Parties will use reasonable best efforts to coordinate with respect to compliance with NASDAQ rules and regulations. Each Party will promptly inform the other Party of all verbal or written communications between NASDAQ and such Party or its representatives. The Company will cooperate with Parent as reasonably requested by Parent with respect to the NASDAQ Listing Application and promptly furnish to Parent all information concerning the Company and its stockholders that may be required or reasonably requested in connection with any action contemplated by this Section 6.6.

Section 6.7 Tax Matters. For U.S. federal income Tax purposes, ExchangeCo is intended to be treated as a partnership and the transactions contemplated by this Agreement are intended to be governed by Section 721 of the Internal Revenue Code of 1986 (the "Code"), as amended.(the "***Intended Tax Treatment***"). The Parties shall treat and shall not take any tax reporting position (including during the course of any audit, litigation or other proceeding with respect to Taxes) inconsistent with the foregoing for U.S. federal, state and other relevant Tax purposes, unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code. The Parties shall (and shall cause their Affiliates to) will not take any action or cause any action to be taken, or fail to take or cause to be taken any action, which action or failure to act would reasonably be expected to prevent the Contemplated Transactions from qualifying, for the Intended U.S. Tax Treatment.

Section 6.8 Legends.

(a) Parent shall be entitled to place appropriate legends, including the legend noted inSection 6.14, on the book entries and/or certificates evidencing any shares of Parent Common Stock to be received pursuant to an exchange of Exchangeable Shares into Parent Common Stock prior to the approval of the Parent Stockholder Matters by equity holders of the Company who may be considered "affiliates" of Parent for purposes of Rules 144 and 145 under the Securities Act reflecting the restrictions set forth in Rules 144 and 145 and to issue appropriate stop transfer instructions to the transfer agent for Parent Common Stock.

(b) Any holder (a "***Holder***") of Parent Common Stock received and/or to be received pursuant to an exchange of Exchangeable Shares into Parent Common Stock prior to the approval of the Parent Stockholder Matters and upon exchange of the Exchangeable Shares into Parent Common Stock pursuant to the Exchange Right Agreement (each of the foregoing, "***Parent Securities***") may request that Parent remove, and, to the extent such Holder delivers to Parent or its Transfer Agent its legended certificate representing such shares of Parent Securities (or a request for legend removal, in the case of Parent Securities issued in book-entry form) together with such other customary letters of representation as Parent may reasonably request, Parent agrees to cause the removal of, any legend from such Parent Securities: (i) if there is an effective registration statement covering the resale of such Parent Securities (the date of effectiveness thereof, the "***Registration Statement Effective Date***"), (ii) if such Parent Securities are sold or transferred pursuant to Rule 144, (iii) if such Parent Securities are eligible for sale under Rule 144(b)(1), (iv) if at any time on or after the Effective Time such Holder certifies that it is not an "affiliate" of Parent (as such term is used under Rule 144) and that such Holder's holding period for purposes of Rule 144 is at least six (6) months, or (v) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the SEC), in each case of the foregoing, provided that any contractual lock-up period applicable to such Holder's Parent Securities (if any) has expired (collectively, the "***Unrestricted Conditions***"). If a legend removal request is made pursuant to the foregoing, Parent will, no later than the Standard Settlement Period following the delivery by a Holder to Parent or Parent's Transfer Agent of a legended certificate representing such Parent Securities (or a request for legend removal, in the case of Parent Securities issued in book-entry form) together with such other customary letters of representation as Parent may reasonably request (the "***Unlegended Share Delivery Date***"), deliver or cause to be delivered to such Holder a certificate representing such Parent Securities that is free from all restrictive legends, or an equivalent book-entry position, as requested by the Holder. If so requested by a Holder, Parent Securities free from all restrictive legends shall be transmitted by Parent's Transfer Agent to a Holder by crediting the account of such Holder's prime broker with the Depository Trust Company (" ***DTC***") through DTC's Deposit/Withdrawal at Custodian system (" ***DWAC***"), as directed by such Holder. If a Holder effects a transfer of the Parent Securities, Parent shall permit the transfer and shall promptly instruct its Transfer Agent to issue one or more certificates or credit the Parent Securities to the applicable balance accounts at DTC in such name and in such denominations as specified by such Holder to effect such transfer. Without limiting the obligations of Parent pursuant to the foregoing, (i) upon the occurrence of the Registration Statement Effective Date, Parent shall remove, and cause Transfer Agent to remove, all restrictive legends, including the legend set forth in Section 6.14 below (or, in the event that shares of Parent Common Stock issuable upon exchange of the Exchangeable Shares pursuant to the Exchange Right Agreement following the Registration Statement Effective Date, such shares shall be issued without restrictive legends), and (ii) if required by the Transfer Agent, Parent shall cause its counsel to issue a blanket legal opinion to its Transfer Agent promptly after the Registration Statement Effective Date, or at such other time as any of the Unrestricted Conditions has been met, to effect the removal of restrictive legends hereunder. If Parent shall fail to issue to any Holder (other than a failure caused by incorrect, incomplete or untimely information provided by the Holder to Parent or its Transfer Agent), by the applicable Unlegended Share Delivery Date, a certificate, or a book-entry statement, as applicable, representing such Parent Securities without restrictive legend or to issue such Parent Securities to such Holder without restrictive legend through DWAC to the applicable balance account at DTC, as applicable, and after the Unlegended Share Delivery Date such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise) or such Holder or such Holder's brokerage firm otherwise purchases the Parent Securities to deliver in satisfaction of a sale by such Holder of the Parent Securities which such Holder anticipated receiving without restrictive legend (a "***Buy-In***"), then Parent shall pay in cash to such Holder the amount by which (if any) (X) such Holder's total purchase price (including brokerage commissions, if any) for the Parent Securities so purchased in the Buy-In exceeds (Y) the amount obtained by *multiplying* (I) the number of shares of the Parent Securities that Parent was required to deliver without restrictive legend to such Holder on the Unlegended Share Delivery Date *multiplied by* (II) the price at which the sell order giving rise to such purchase obligation was executed. Nothing herein shall limit any Holder's right to pursue any other remedies available to it hereunder or otherwise at law or in equity, including a decree of specific performance and/or injunctive relief, with respect to Parent's failure to timely deliver the Parent Securities without restrictive legend as required pursuant to the terms hereof. Each Holder hereby agrees that the removal of the restrictive legend pursuant to this Section 6.8(b) is predicated upon Parent's reliance that such Holder will sell any such Parent Securities pursuant to either the registration requirements of the Securities Act, or an exemption therefrom. Any fees (with respect to Parent's Transfer Agent, Parent counsel or otherwise) associated with the issuance of any required opinion or the removal of such restrictive legend shall be borne by Parent. Parent shall not be responsible for any fees incurred by the Holders in connection with the delivery of such Unlegended Parent Securities.

Section 6.9 Directors and Officers.

(a) The Parties shall take all necessary action so that immediately after the Effective Time, (a) the Parent Board is comprised of six members: (i) four such members designated by Parent and (ii) two such members designated by the Company which are Karl Henry McPhie and Morgan Lekstrom, where Morgan Lekstrom shall also be Chairman of the Parent Board.

(b) The Parties hereby acknowledge and agree that: (i) Anthony Amato wishes to resign as Chief Executive Officer of the Parent, simultaneously with the Effective Time, and shall enter into a First Amendment to Executive Employment Agreement in substantially the form attached hereto as **Exhibit F**, and (ii) Karl Henry McPhie shall be elected CEO of Parent as replacement for Anthony Amato.

(c) The Parties shall take all necessary action so that immediately after approval of the Parent Stockholder Matters, (a) the Parent Board is comprised of four members as follows: (i) one such member designated by Parent and (ii) three members designated by the Company which shall include Karl Henry McPhie and Morgan Lekstrom, where Morgan Lekstrom shall also be Chairman of the Parent Board, and (b) Parent will amend and restate its certificate of incorporation and take all other actions necessary to cause its name to be changed to "Streamex Exchange Corporation."

Section 6.10 Cooperation. Each Party shall cooperate reasonably with the other Party and shall provide the other Party with such assistance as may be reasonably requested for the purpose of facilitating the performance by each Party of its respective obligations under this Agreement and to enable the combined entity to continue to meet its obligations following the Effective Time. Furthermore, Parent agrees to use reasonable best efforts to enforce the performance of the obligations under the Voting Agreements.

Section 6.11 Closing Certificates.

(a) The Company will prepare and deliver to Parent prior to the Closing a certificate signed by the President of the Company in a form reasonably acceptable to Parent setting forth, as of immediately prior to the Effective Time: (i) each holder of Company Common Stock; (ii) such holder's name and address; (iii) the number of Company Capital Stock held as of immediately prior to the Effective Time for each such holder; and (iv) the number of shares of Exchangeable Shares such holder shall receive (the "***Allocation Certificate***").

(b) Parent will prepare and deliver to the Company prior to the Closing a certificate signed by the Chief Financial Officer of Parent in a form reasonably acceptable to the Company, setting forth, as of immediately prior to the Reference Date: (A) the number of Parent Common Stock outstanding and (B) (i) each record holder of Parent Common Stock, Parent Options and Parent Warrants, (ii) such record holder's name and address (if available), and (iii) the number of shares of Parent Common Stock underlying each of the Parent Options and Parent Warrants as of the Effective Time for such holder (the "***Parent Outstanding Shares Certificate***").

Section 6.12 Takeover Statutes. If any Takeover Statute is or may become applicable to the Contemplated Transactions, each of the Company, the Company Board, Parent and the Parent Board, as applicable, shall grant such approvals and take such actions as are necessary so that the Contemplated Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on the Contemplated Transactions.

Section 6.13 Obligations of ExchangeCo and CallCo. Parent will take all action necessary to cause ExchangeCo and CallCo to perform its obligations under this Agreement and to consummate the Contemplated Transactions on the terms and conditions set forth in this Agreement.

Section 6.14 Private Placement. Each of the Company and Parent shall take all reasonably necessary action on its part to ensure that the issuance of Parent Common Stock pursuant to an exchange of the Exchangeable Shares pursuant to the Exchange Rights Agreement constitutes a transaction exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof and/or Rule 506(b) of Regulation D promulgated thereunder, and each Shareholder shall be an "accredited investor" as such term is defined in Rule 501(a) under the Securities Act. Each certificate and/or book-entry statement representing an exchange of the Exchangeable Shares pursuant to the Exchange Rights Agreement shall, until such time that such shares are not so restricted under the Securities Act, bear a legend identical or similar in effect to the following legend:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THE COMPANY AND ITS TRANSFER AGENT SHALL BE ENTITLED TO REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND THE TRANSFER AGENT THAT SUCH REGISTRATION IS NOT REQUIRED. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

Section 6.15 Incentive Plan. As soon as administratively practicable following (i) the approval of the Parent Stockholder Matters by stockholders of Parent and (ii) the amendment of Parent's certificate of incorporation to authorize sufficient Parent Common Stock, Parent shall adopt or cause to be adopted a new stock incentive plan, or amend any existing stock incentive plan (such plan, the "***New Incentive Plan***"), in form and substance reasonably satisfactory to Parent and Company, pursuant to which shares of Parent Common Stock, comprising an amount equal to ten percent (10%) of the fully-diluted, outstanding equity interests of Parent immediately following the Effective Time will be reserved for issuance by Parent pursuant to, and in accordance with, the terms and conditions of such stock incentive plan, to employees, directors, consultants and other service providers of Parent and its Subsidiaries.

Section 6.16 Public Announcements. No Party shall issue any press release or make any public statement relating to this Agreement or the Contemplated Transactions without the prior written consent of, in the case of Parent, the Company, and in the case of the Company, Parent; *provided* that: (a) such consent shall not be unreasonably withheld or delayed and (b) any Party may make any public disclosure if, on the advice of legal counsel, it is required to do so by applicable Law or pursuant to any listing agreement with any national securities exchange or stock market (in which case the Party required to make the disclosure shall consult with the other Party to the extent possible and allow reasonable time to comment thereon prior to issuance or release).

Section 6.17 Parent Financing. After the Closing, Parent shall use commercially reasonable efforts to conduct a fund raising in the form of a private placement, an at the market offering or any other form of private placement or public offering as the Parent Board may determine is in the best interests of the Parent with the intention of raising not less than $5 million.

Section 6.18 Company Stockholders' Agreement. The Company and each of the Shareholders hereby: (i) waives application of Section 4.1 of the Company Stockholders' Agreement and consents to all transfers of all Company Common Stock contemplated by this Agreement or carried out in connection with the transactions contemplated by this Agreement; and (ii) consents to the termination of the Company Stockholders' Agreement in accordance with Section 6.1 thereof, such termination to be effective immediately prior to the Effective Time.

ARTICLE VII

CONDITIONS PRECEDENT TO OBLIGATIONS OF EACH PARTY

The obligations of each Party to effect Contemplated Transactions to be consummated at the Closing are subject to the satisfaction or, to the extent permitted by applicable Law, the written waiver by each of the Parties, at or prior to the Closing Date, of each of the following conditions:

Section 7.1 No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Contemplated Transactions shall have been issued by any court of competent jurisdiction or other Governmental Body of competent jurisdiction and remain in effect and there shall not be any Law which has the effect of making the consummation of the Contemplated Transactions illegal.

ARTICLE VIII

CONDITIONS TO PARENT'S OBLIGATIONS

The obligations of Parent, ExchangeCo and CallCo to effect the Contemplated Transactions and otherwise consummate the transactions to be consummated at the Closing are subject to the satisfaction or the written waiver by Parent, at or prior to the Closing, of each of the following conditions:

Section 8.1 Documents. Parent shall have received the following documents, each of which shall be in full force and effect:

(a) the Allocation Certificate;

(b) duly completed and executed accredited investor questionnaires from each Shareholder; and

(c) all necessary consents, notices, waivers and approvals of parties, in a form reasonably acceptable to the Parent, in each case, to any Contract set forth on Schedule 6.2(c) attached hereto.

Section 8.2 Representations and Warranties. The representations and warranties set forth in Article II and Article IV shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of such date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct in all material respects as of such date).

ARTICLE IX

CLOSING DELIVERIES OF PARENT

The obligations of the Company to consummate the transactions to be consummated at the Closing are subject to the satisfaction or the written waiver by the Company, at or prior to the Closing, of each of the following conditions:

Section 9.1 Documents. The Company shall have received the following documents, each of which shall be in full force and effect:

(a) the Parent Outstanding Shares Certificate;

(b) a written resignation, in a form reasonably satisfactory to the Company, dated as of the Closing Date and effective as of the Closing, executed by Anthony Amato;

(c) duly executed First Amendment to Executive Employment Agreement and Right to Place Letter Agreement, in substantially the form attached hereto as **Exhibit G**, executed by the Parent and Anthony Amato;

(d) certified copies of the resolutions duly adopted by the Parent Board and in full force and effect as of the Closing authorizing the appointment of the directors and officers set forth in Section 6.9;

(e) indemnification agreements as acceptable to the Parent, Karl Henry McPhie and Morgan Lekstrom;

(f) a filed stamped copy of the Certificate of Designation for the US Parent Trust Stock as filed the with the Delaware Secretary of State; and

(g) all necessary consents, notices, waivers and approvals of parties, in a form reasonably acceptable to the Company, in each case, to any Contract set forth on Schedule 7.1(e) attached hereto.

Section 9.2 Parent Voting Agreement. The Company shall have received the Voting Agreements from Parent duly executed by stockholders of the Parent holding of record a majority of the outstanding shares of stock of the Parent entitled to cast a vote to approve all of the Parent Stockholder Matters at the Parent Stockholders' Meeting, each of which shall be in full force and effect.

Section 9.3 Exchange Rights Agreement. The Company shall have received the Exchange Rights Agreement, duly executed by the Parent, ExchangeCo, CallCo and the Trustee, each of which shall be in full force and effect.

Section 9.4 Support Agreement. The Company shall have received the Support Agreement, duly executed by the Parent, ExchangeCo and CallCo, each of which shall be in full force and effect.

Section 9.5 Representations and Warranties. The representations and warranties set forth in Article III shall have been true and correct in all material respects as of the date of this Agreement and shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of such date (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct in all material respects as of such date).

ARTICLE X

TERMINATION

Section 10.1 Termination. This Agreement may be terminated and the Contemplated Transactions may be abandoned at any time before the Effective Time, as follows (with any termination by Parent also being an effective termination by ExchangeCo and CallCo):

(a) by mutual written consent of Parent, the Company and the Shareholders' Representative on behalf of the Shareholders;

(b) by the Company, upon a material breach of any covenant or agreement set forth in Section 5.1 by Parent, but only if (i) such material breach is not reasonably capable of being cured or (ii) if such breach is reasonably capable of being cured, the Company has provided Parent with a written notice stating with particularity the purported material breach and such material breach shall not have been cured within three (3) Business Days of receipt by Parent of such notice;

(c) by Parent, upon a material breach of any covenant or agreement set forth in Section 5.2 by the Company, but only if (i) such material breach is not reasonably capable of being cured or (ii) if such breach is reasonably capable of being cured, Parent has provided the Company with a written notice stating with particularity the purported material breach and such material breach shall not have been cured within three (3) Business Days of receipt by the Company of such notice; or

(d) by either the Company or Parent if a court of competent jurisdiction or other Governmental Body of competent jurisdiction shall have issued a final, non-appealable order, or injunction that, in each case, has the effect of making the consummation of the Contemplated Transactions illegal.

Section 10.2 Effect of Termination. In the event of the valid termination of this Agreement as provided in Section 10.1, written notice thereof shall forthwith be given to the other Party or Parties specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void and there shall be no liability on the part of Parent, Merger Subs or the Company, except that the Confidentiality Agreement, this Section 10.2 and Section 11.3 through Section 11.14 shall survive such termination; *provided* that nothing herein shall relieve any Party from liability for fraud or material breach of this Agreement prior to such termination.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Non-Survival of Representations and Warranties. The representations and warranties of the Company, Parent, ExchangeCo, CallCo and the Shareholders contained in this Agreement or any certificate or instrument delivered pursuant to this Agreement shall terminate at the Effective Time, and only the covenants that by their terms survive the Effective Time and this Section 8 shall survive the Effective Time.

Section 11.2 Amendment. This Agreement may be amended with the approval of the respective boards of directors (or managers as applicable) of the ExchangeCo, CallCo and Parent and the Shareholder Representative at any time; *provided*, *however*, that after any such approval of this Agreement by a Party's stockholders, no amendment shall be made which by Law requires further approval of such stockholders without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the ExchangeCo, CallCo, Parent and the Company, as the Shareholders' Representative.

Section 11.3 Waiver.

(a) No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

Section 11.4 Entire Agreement; Counterparts; Exchanges by Electronic Transmission. This Agreement and the other schedules, exhibits, certificates, instruments and agreements referred to in this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof; *provided*, *however*, that the Confidentiality Agreement shall not be superseded and shall remain in full force and effect in accordance with its terms. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 11.5 Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws. In any action or proceeding between any of the Parties arising out of or relating to this Agreement or any of the Contemplated Transactions, each of the Parties: (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or, to the extent such court does not have subject matter jurisdiction, the United States District Court for the District of Delaware or, to the extent that neither of the foregoing courts has jurisdiction, the Superior Court of the State of Delaware; (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in accordance with clause (a) of this Section 11.5; (c) waives any objection to laying venue in any such action or proceeding in such courts; (d) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any Party; (e) agrees that service of process upon such Party in any such action or proceeding shall be effective if notice is given in accordance with Section 11.8 of this Agreement; and (f) irrevocably and unconditionally waives the right to trial by jury.

Section 11.6 Attorneys' Fees. In any action at law or suit in equity to enforce this Agreement or the rights of any of the Parties, the prevailing Party in such action or suit (as determined by a court of competent jurisdiction) shall be entitled to recover its reasonable out-of-pocket attorneys' fees and all other reasonable costs and expenses incurred in such action or suit.

Section 11.7 Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and permitted assigns; *provided*, *however*, that neither this Agreement nor any of a Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of the other Party, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such Party without the other Party's prior written consent shall be void and of no effect.

Section 11.8 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received hereunder (a) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable international overnight courier service, (b) upon delivery in the case of delivery by hand, or (c) on the date delivered in the place of delivery if sent by email (with a written or electronic confirmation of delivery) prior to 5:00 p.m. Pacific Time, otherwise on the next succeeding Business Day, in each case to the intended recipient as set forth below:

(i) if to Parent or ExchangeCo:

BioSig Technologies, Inc.
12424 Wilshire Blvd. Suite 745
Los Angeles, CA 90025
Attention: Anthony Amato
Email Address: aamato@biosigtech.com

with a copy (which shall not constitute notice) to:

Sichenzia Ross Ference Carmel LLP
1185 Avenue of the Americas, 31st Floor
New York, NY 10036

Attention: Gregory Sichenzia
Email Address: gsichenzia@srfc.law

(ii) if to the Company:

Streamex Exchange Corporation
15th Floor, 1111 West Hastings Street,
Vancouver, BC, V6E2J3
Attention: K. Henry McPhie and Morgan Lekstrom
Email Address: henry@streamex.com; morgan@streamex.com

with a copy (which shall not constitute notice) to:

Haynes and Boone LLP
30 Rockefeller Plaza
26th Floor
New York, NY 10112
Attention: Rick A. Werner; Simin Sun; Alla Digilova
Email Address: rick.werner@haynesboone.com; simin.sun@haynesboone.com; alla.digilova@haynesboone.com

Section 11.9 Cooperation. Each Party agrees to cooperate fully with the other Party and to execute and deliver such further documents, certificates, agreements and instruments and to take such other actions as may be reasonably requested by the other Party to evidence or reflect the Contemplated Transactions and to carry out the intent and purposes of this Agreement.

Section 11.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

Section 11.11 Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that any Party does not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breaches such provisions. Accordingly, the Parties acknowledge and agree that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that any other Party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 11.12 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties and the D&O Indemnified Parties to the extent of their respective rights pursuant to Section 6.4) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.13 Construction.

(a) References to "cash," "dollars" or "$" are to U.S. dollars.

(b) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

(c) The Parties have participated jointly in the negotiating and drafting of this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

(d) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(e) Except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits" and "Schedules" are intended to refer to Sections of this Agreement and Exhibits and Schedules to this Agreement, respectively.

(f) Any reference to legislation or to any provision of any legislation shall include any modification, amendment, re-enactment thereof, any legislative provision substituted therefore and all rules, regulations, and statutory instruments issued or related to such legislations.

(g) The bold-faced headings and table of contents contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(h) The inclusion of any information in the Company Disclosure Schedule, Shareholder Disclosure Schedule or Parent Disclosure Schedule shall not be deemed an admission or acknowledgment to any third party, in and of itself and solely by virtue of the inclusion of such information in the Company Disclosure Schedule, Shareholder Disclosure Schedule or Parent Disclosure Schedule, as applicable, that such information is required to be listed in the Company Disclosure Schedule, Shareholder Disclosure Schedule or Parent Disclosure Schedule, as applicable, that such items are material to the Company and its Subsidiaries, taken as a whole, or Parent and its Subsidiaries, taken as a whole, as the case may be, or that such items have resulted in a Company Material Adverse Effect or a Parent Material Adverse

Effect. The Parties agree that each of the Company Disclosure Schedule, Shareholder Disclosure Schedule or Parent Disclosure Schedule shall be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in this Agreement. The disclosures in any section or subsection of the Company Disclosure Schedule, Shareholder Disclosure Schedule or Parent Disclosure Schedule shall qualify other sections and subsections in this Agreement to the extent it is readily apparent on its face from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

(i) Each of "delivered" or "made available" means, with respect to any documentation, that (i) prior to 11:59 p.m. (Eastern Time) on the date that is two (2) Business Days prior to the date of this Agreement (A) a copy of such material has been posted to and made available by a Party to the other Party and its Representatives in the electronic data room maintained by such disclosing Party or (B) such material is disclosed in the Parent SEC Documents filed with the SEC prior to the Effective Time and publicly made available on the SEC's Electronic Data Gathering Analysis and Retrieval system or (ii) delivered by or on behalf of a Party or its Representatives via electronic mail or in hard copy form prior to the execution of this Agreement.

(j) Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a Saturday, Sunday, or any date on which banks in Vancouver, British Columbia, Canada are authorized or obligated by Law to be closed, the Party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a regular Business Day.

Section 11.14 Expenses. Except as otherwise expressly provided in this Agreement, all expenses incurred in connection with this Agreement and the Contemplated Transactions will be paid by the Party incurring such expenses.

Section 11.15 Stockholders' Representative.

(a) By execution hereof, each Stockholder irrevocably constitutes and appoints the Company as the their representative (the "***Shareholders' Representative***") hereunder to act as agent and attorney-in-fact for and on such Shareholder's behalf regarding any matter under this Agreement or otherwise relating to the Contemplated Transactions, including: (i) delivering and receiving notices, including service of process, with respect to any matter under this Agreement; (ii) executing and delivering any and all documents and taking any and all such actions as shall be required or permitted of Shareholders' Representative pursuant to this Agreement; (iii) providing notice of, demanding, pursuing or enforcing, in its discretion, any claim against any Party or a breach of this Agreement; (iv) taking, in its discretion, any and all actions, and delivering and receiving any and all notices hereunder, in respect of or in connection with any claim for losses; (v) executing and delivering, on behalf of Shareholder, any contract, agreement, amendment or other document or certificate, including any settlement agreement or release of claims, to effectuate any of the foregoing or as may otherwise be specifically permitted by this Agreement, any such contract, agreement, amendment or other document or certificate to have the effect of binding the Shareholder as if each Shareholder, as applicable, had personally entered into such agreement; (vi) taking all such other actions as Shareholders' Representative shall deem necessary or appropriate, in its discretion, for the accomplishment of the foregoing, including any waivers as set forth in Section 11.3; and (vii) engaging such attorneys, accountants, consultants and other Persons as Shareholders' Representative, in its discretion, deems necessary or appropriate to accomplish any action required or permitted of it hereunder.

(b) Shareholders' Representative will not be liable for any act taken or omitted to be taken as Shareholders' Representative, while acting in good faith, and any act taken or omitted to be taken pursuant to the advice of counsel will be conclusive evidence of such good faith. Shareholders' Representative shall be entitled to rely, and shall be fully protected in relying, upon any statements furnished to Shareholders' Representative by any Shareholder, Buyer or any third party or any other evidence deemed by Shareholders' Representative to be reliable, and Shareholders' Representative shall be entitled to act on the advice of its selected counsel. Shareholders' Representative shall be fully justified in failing or refusing to take any action under this Agreement or any related document or agreement if Shareholders' Representative shall have received such advice or concurrence as it deems appropriate with respect to such inaction, or if Shareholders' Representative shall not have been expressly indemnified to its satisfaction against any and all liability and expense that Shareholders' Representative may incur by reason of taking or continuing to take any such action.

(c) The Parties are entitled to deal exclusively with Shareholders' Representative on all matters relating to this Agreement and the Related Agreements. A decision, act, consent or instruction of Shareholders' Representative constitutes a decision of the Shareholder. Such decision, act, consent or instruction is final, binding and conclusive upon the Shareholders and all other Party's may rely upon any decision, act, consent or instruction of Shareholders' Representative. The appointment and power of attorney made in this Section 11.15 shall to the fullest extent permitted by applicable Laws be deemed an agency coupled with an interest and all authority conferred hereby shall to the fullest extent permitted by Laws be irrevocable and not be subject to termination by operation of applicable Laws, whether by the death or incapacity or liquidation or dissolution of any Shareholder or the occurrence of any other event or events. Any action taken by Shareholders' Representative on behalf of the Shareholders pursuant to this Agreement shall be as valid as if any such death, incapacity, liquidation, dissolution or other event had not occurred, regardless of whether or not any Shareholder, Shareholders' Representative, or any related Person any Party shall have received notice of any such death, incapacity, liquidation, dissolution or other event. Notices or communications to or from Shareholders' Representative will constitute notice to or from the Shareholders.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

BIOSIG TECHNOLOGIES, INC.

By: /s/ Anthony Amato
Name: Anthony Amato
Title: Chief Executive Officer

STREAMEX EXCHANGE CORPORATION

By: /s/ Karl Henry McPhie
Name: Karl Henry McPhie
Title: Chief Executive Officer

By: /s/ Morgan Lekstrom
Name: Morgan Lekstrom
Title: Executive Chairman

1540875 B.C. Ltd.

By: /s/ Anthony Amato
Name: Anthony Amato
Title: Chief Executive Officer

BST SUB ULC

By: /s/ Anthony Amato
Name: Anthony Amato
Title: Chief Executive Officer

1540873 B.C. Ltd.

By: /s/ Morgan Lekstrom
Name: Morgan Lekstrom
Title: Director

[STREAMEX SHAREHOLDER]

By: _____
Name:
Title:

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of this Agreement (including this **Exhibit A**)

"***2019 Incentive Plan***" means that 2019 Long-Term Incentive Plan of Parent, as disclosed in Parent SEC Documents.

"***2023 Incentive Plan***" means that 2023 Long-Term Incentive Plan of Parent, as disclosed in Parent SEC Documents.

"***Acquiring Company***" or "***Acquiring Companies***" mean Parent and its direct and indirect Subsidiaries.

"***Acquisition Inquiry***" means, with respect to a Party, an inquiry, indication of interest or request for information (other than an inquiry, indication of interest or request for information made or submitted by the Company, on the one hand, or Parent, on the other hand, to the other Party) that could reasonably be expected to lead to an Acquisition Proposal.

"***Acquisition Proposal***" means, with respect to a Party, any offer or proposal, whether written or oral (other than an offer or proposal made or submitted by or on behalf of the Company or any of its Affiliates, on the one hand, or by or on behalf of Parent or any of its Affiliates, on the other hand, to the other Party) contemplating or otherwise relating to any Acquisition Transaction with such Party.

"***Acquisition Transaction***" means any transaction or series of related transactions involving (other than the Parent Financing):

(a) any merger, consolidation, amalgamation, share exchange, business combination, issuance of securities, acquisition of securities, reorganization, recapitalization, tender offer, exchange offer or other transaction: (i) in which a Party is a constituent Entity, (ii) in which a Person or "group" (as defined in the Exchange Act and the rules promulgated thereunder) of Persons directly or indirectly acquires beneficial or record ownership of securities representing more than 10% of the outstanding securities of any class of voting securities of a Party or any of its Subsidiaries or (iii) in which a Party or any of its Subsidiaries issues securities representing more than 10% of the outstanding securities of any class of voting securities of such Party or any of its Subsidiaries; or

(b) any sale, lease, exchange, transfer, license, acquisition or disposition of any business or businesses or assets that constitute or account for 10% or more of the consolidated book value or the fair market value of the assets of a Party and its Subsidiaries, taken as a whole.

"***Affiliate***" mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person. The term "***control***" (including the terms "***controlled by***" and "***under common control with***") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"***Agreement***" means the Share Purchase Agreement to which this **Exhibit A** is attached, as it may be amended from time to time.

"***Allocation Certificate***" has the meaning set forth in Section 6.11(a).

"***Antitrust Laws***" has the meaning set forth in Section 2.3(d).

"***Business Day***" means any day other than a Saturday, Sunday or other day on which banks in Vancouver, British Columbia, Canada, are authorized or obligated by Law to be closed.

"***Buy-In***" has the meaning set forth in Section 6.8(b).

"***CallCo***" has the meaning set forth in the Preamble.

"***CallCo Board***" means the board of directors of CallCo.

"***Certifications***" has the meaning set forth in Section 3.5(a).

"***Charter Amendment Proposal***" has the meaning set forth in Section 6.1(a)(iv).

"***Closing***" has the meaning set forth in Section 1.2.

"***Closing Date***" has the meaning set forth in Section 1.2.

"***COBRA***" means the health care continuation and notice provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 and the regulations thereunder or any state Law governing health care coverage extension or continuation.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Company***" has the meaning set forth in the Preamble.

"***Company Balance Sheet***" has the meaning set forth in Section 2.5(a).

"***Company Board***" has the meaning set forth in Section 2.3(b).

"***Company Capital Stock***" has the meaning set forth in Section 2.2(a).

"***Company Common Stock***" means the common shares, without par value, in the capital of the Company.

"***Company Contract***" has the meaning set forth in Section 2.11(b).

"***Company Data***" means all data and information Processed by or for the Company or any of its Subsidiaries.

"***Company Data Partners***" has the meaning set forth in Section 2.8(d).

"***Company Disclosure Schedule***" has the meaning set forth in Article II.

"***Company Documents***" has the meaning set forth in Section 2.3(a).

"***Company Financials***" has the meaning set forth in Section 2.5(a).

"***Company Lookback Date***" has the meaning set forth in Section 2.5(d).

"***Company Material Adverse Effect***" means any Effect that, considered together with all other Effects that have occurred prior to the date of determination of the occurrence of a Company Material Adverse Effect, has or would reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), assets, liabilities or results of operations of the Company, taken as a whole; *provided*, *however*, that Effects arising or resulting from the following shall not be taken into account in determining whether there has been a Company Material Adverse Effect: (a) general business or economic conditions affecting the industry in which the Company and its Subsidiaries operate, (b) acts of war, armed hostilities or terrorism, acts of God or comparable events, epidemic, pandemic or disease outbreak (including the COVID-19 virus) or any worsening of the foregoing, or any declaration of martial law, quarantine or similar directive, policy or guidance or Law or other action by any Governmental Body in response thereto, (c) changes in financial, banking or securities markets, (d) any change in, or any compliance with or action taken for the purpose of complying with, any Law or GAAP (or interpretations of any Law or GAAP), (e) resulting from the announcement of this Agreement or the pendency of the Contemplated Transactions; *provided*, that this clause (e) shall not apply to any representation or warranty (or condition to the consummation of the Contemplated Transactions relating to such representation or warranty) to the extent the representation and warranty expressly addresses the consequences resulting from the execution and delivery of this Agreement or the consummation of the Contemplated Transactions, or (f) resulting from the taking of any action required to be taken by this Agreement; except in each case with respect to clauses (a) through (c), to the extent disproportionately affecting the Company, taken as a whole, relative to other similarly situated companies in the industries in which the Company operates.

"***Company Permits***" has the meaning set forth in Section 2.8(b).

"***Company Personal Information***" has the meaning set forth in Section 2.8(c).

"***Company Privacy Policy***" has the meaning set forth in Section 2.8(c).

"***Company Security Incident***" has the meaning set forth in Section 2.8(d).

"***Company Stockholders' Agreement***" means the shareholders' agreement dated November 26, 2024 among the Company and the Shareholders.

"***Company Unaudited Interim Balance Sheet***" means the unaudited balance sheet of the Company as of March 31, 2025 provided to Parent prior to the date of this Agreement.

"***Confidentiality Agreement***" means that that certain Non-Disclosure Agreement, dated as of May 5, 2025, between the Parties.

"***Consent***" means any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

"***Contemplated Transactions***" means the purchase of the Purchased Shares for the Exchangeable Shares, Parent Voting Agreements, Exchange Rights Agreement, Support Agreement and the other transactions and actions contemplated by this Agreement to be consummated at or prior to the Closing (but not, for the avoidance of doubt, the actions proposed to be taken as the Parent Stockholders' Meeting following the Closing pursuant to Section 6.1).

"***Contract***" means, with respect to any Person, any written or oral agreement, contract, subcontract, lease (whether for real or personal property), mortgage, license, sublicense or other legally binding commitment or undertaking of any nature to which such Person is a party or by which such Person or any of its assets are bound or affected under applicable Law.

"***Copyrights***" means all copyrights and copyrightable works (including without limitation databases and other compilations of information, mask works and semiconductor chip rights), including all rights of authorship, use, publication, reproduction, distribution, performance, transformation, moral rights and rights of ownership of copyrightable works and all registrations and rights to register and obtain renewals, modifications, and extensions of registrations, together with all other interests accruing by reason of international copyright.

"***D&O Indemnified Parties***" has the meaning set forth in Section 6.4(a).

"***Data Processing Policy***" means each policy, statement, representation, or notice of the Company, Parent or their respective Subsidiaries relating to the Processing of

Company Data or Parent Data (as applicable), privacy, data protection, or security.

"***DGCL***" means the General Corporation Law of the State of Delaware.

"***Drug/Device Law***" means all applicable legal requirements administered or issued by the FDA or any similar Governmental Body, including the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 201 et seq.) (the "***FDCA***") the Public Health Service Act (42 U.S.C. §§ 262-263) (the "***PHSA***"), the regulations promulgated thereunder and related guidance documents, and all other legal requirements regarding developing, testing, manufacturing, labeling, storage, transportation, importing, exporting, marketing, distributing or promoting any pharmaceutical drug, biological, medical device, or combination thereof, including current good manufacturing practices, current good laboratory practices, and current good clinical practices.

"***Drug/Device Regulatory Agency***" has the meaning set forth in Section 3.9(b).

"***DTC***" has the meaning set forth in Section 6.8(b).

"***DWAC***" has the meaning set forth in Section 6.8(b).

"***Effect***" means any effect, change, event, circumstance, or development.

"***Employee Benefit Plan***" means (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA whether or not subject to ERISA; (b) other plan, program, policy or arrangement providing for stock options, stock purchases, equity-based compensation, bonuses (including any annual bonuses and retention bonuses) or other incentives, severance pay, deferred compensation, employment, compensation, change in control or transaction bonuses, supplemental, vacation, retirement benefits (including post-retirement health and welfare benefits), pension benefits, profit-sharing benefits, fringe benefits, life insurance benefits, perquisites, health benefits, medical benefits, dental benefits, vision benefits, and all other employee benefit plans, agreements, and arrangements, not described in (a) above; and (c) all other plans, programs, policies or arrangements providing compensation to employees, consultants and non-employee directors.

"***Encumbrance***" means any lien, pledge, hypothecation, charge, mortgage, security interest, lease, license, option, easement, reservation, servitude, adverse title, claim, infringement, interference, option, right of first refusal, preemptive right, community property interest or restriction or encumbrance of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

"***Entity***" means any corporation (including any non-profit corporation), partnership (including any general partnership, limited partnership or limited liability partnership), joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or entity, and each of its successors.

"***Environmental Law***" means any federal, state, local or foreign Law relating to pollution or protection of human health (as it relates to exposure to Hazardous Materials) or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any Law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***ERISA Affiliate***" means, with respect to any Entity, any other Person that would be treated as a single employer with such Entity or part of the same "controlled group" as such Entity under Sections 414(b),(c),(m) or (o) of the Code.

"***Exchange Act***" has the meaning set forth in Section 2.3(d).

"***ExchangeCo***" has the meaning set forth in the Preamble.

"***ExchangeCo Board***" means the board of directors of ExchangeCo.

"***Exchangeable Shares***" has the meaning set forth in Section 1.3.

"***Exchangeable Shares Proposal***" shall mean a proposal to remove the restrictions set forth in Section 13.9 of the Exchange Rights Agreement and Section 2.19 of the Exchangeable Share Provisions (as defined in the Exchange Rights Agreement).

"***Excluded Contracts***" means (i) any non-exclusive Contract concerning "off-the-shelf" or similar computer software that is available on commercially reasonable terms, (ii) standard non-disclosure, confidentiality and material transfer Contracts granting non-exclusive rights to Company Owned IP Rights or Parent Owned IP Rights (as applicable) and entered into in the ordinary course of business, (iii) Contracts that have expired on their own terms or were terminated and for which there are no material outstanding obligations, and (iv) purchase orders and associated terms and conditions for which the underlying goods or services have been delivered or received.

"***FDA***" has the meaning set forth in Section 3.9(b).

"***FDCA***" has the meaning set forth above in the definition of Drug/Device Law.

"***Federal Health Care Program***" means any federal health care program as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, state Medicaid programs, TRICARE and any similar or successor programs or plans, or any other federal, state or local Governmental Body program that provides health benefits through insurance, or otherwise, which is funded in whole or in part, directly or indirectly, by any Governmental Body.

"***Effective Time***" has the meaning set forth in Section 1.2.

"***GAAP***" means generally accepted accounting principles effective in the United States or Canada, as applicable.

"***Governmental Authorization***" means any: (a) permit, license, certificate, franchise, permission, variance, exception, approval, exemption, order, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law; or (b) right under any Contract with any Governmental Body.

"***Governmental Body***" means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal,

state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, bureau, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court or other tribunal, and for the avoidance of doubt, any taxing authority); or (d) self-regulatory organization (including NASDAQ).

"***Hazardous Materials***" means any pollutant, chemical, substance and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Law, including without limitation, crude oil or any fraction thereof, and petroleum products or byproducts.

"***Healthcare Laws***" means any and all Laws as now or hereafter in effect in any way relating to healthcare regulatory matters or the provision of healthcare items or services, including but not limited to, Laws relating to fraud and abuse, patient inducements, referrals of patients or prescription of items or services, anti-kickback, self-referral, fee-splitting, commercial bribery, and false claims Laws, including but not limited to the False Claims Act (31 U.S.C. §§ 3729 et seq.), the Stark Law (42 U.S.C. § 13955nn), the Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Federal Healthcare Fraud Law (18 U.S.C. § 1347), the Travel Act (18 U.S.C. § 1952), and the healthcare fraud criminal provisions under HIPAA; transparency, reporting and disclosure requirements, including but not limited to the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h); Laws related to the collection, use, analysis, retention, storage, protection, transfer, disclosure and/or disposal of health information, including but not limited to HIPAA; corporate practice of medicine Laws; Laws governing clinical research and studies; Laws governing the provision of healthcare services to enrollees of third-party payors (including Federal Healthcare Programs); Laws related to the submission of bills, claims or similar requests for payment, coding, coverage, reimbursement, and billing and collections; Medicare (Title XVIII of the Social Security Act); Medicaid (Title XIX of the Social Security Act); any analogous foreign, federal, state or local Laws, as each has been or may be amended; and the regulations and guidance promulgated pursuant thereto.

"***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. § 17921 et seq.) and its implementing regulations.

"***Holder***" has the meaning set forth in Section 6.8(b).

"***Indebtedness***" means (i) all obligations for borrowed money and advancement of funds; (ii) all obligations evidenced by notes, bonds, debentures or similar instruments, contracts or arrangements (whether or not convertible), (iii) all obligations for the deferred purchase price of property or services (including any potential future earn-out, purchase price adjustment, releases of "holdbacks" or similar payments, but excluding any such obligations to the extent there is cash being held by a third party in escrow exclusively for purposes of satisfying such obligations) ("***Deferred Purchase Price***"); (iv) all obligations arising out of any financial hedging, swap or similar arrangements;(v) all obligations as lessee that would be required to be capitalized in accordance with GAAP, whether or not recorded; (vi) all obligations in connection with any letter of credit, banker's acceptance, guarantee, surety, performance or appeal bond, or similar credit transaction; (vii) interest payable with respect to Indebtedness referred to in clause (i) through (vi), and (viii) the aggregate amount of all prepayment premiums, penalties, breakage costs, "make whole amounts," costs, expenses and other payment obligations of such Person that would arise (whether or not then due and payable) if all such items under clauses (i) through (vii) were prepaid, extinguished, unwound and settled in full as of such specified date. For purposes of determining the Deferred Purchase Price obligations as of a specified date, such obligations shall be deemed to be the maximum amount of Deferred Purchase Price owing as of such specified date (whether or not then due and payable) or potentially owing at a future date.

"***Intellectual Property Rights***" means and includes all intellectual property or other proprietary rights under the laws of any jurisdiction in the world, including, without limitation: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, software, databases, and mask works; (b) trademarks, service marks, trade dress, logos, trade names and other source identifiers, domain names and URLs and similar rights and any goodwill associated therewith; (c) rights associated with trade secrets, know how, inventions, invention disclosures, methods, processes, protocols, specifications, techniques and other forms of technology; (d) patents and industrial property rights; (e) other similar proprietary rights in intellectual property of every kind and nature; (f) rights of privacy and publicity; and (g) all registrations, renewals, extensions, statutory invention registrations, provisionals, continuations, continuations-in-part, provisionals, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (f) above (whether or not in tangible form and including all tangible embodiments of any of the foregoing, such as samples, studies and summaries), along with all rights to prosecute and perfect the same through administrative prosecution, registration, recordation or other administrative proceeding, and all causes of action and rights to sue or seek other remedies arising from or relating to the foregoing, including for past, present or future infringement of any of the foregoing.

"***Intended Tax Treatment***" has the meaning set forth in Section 6.7.

"***Knowledge***" means, with respect to an individual, that such individual is actually aware of the relevant fact or such individual would reasonably be expected to know such fact in the ordinary course of the performance of such individual's employment responsibilities. Any Person that is an Entity shall have Knowledge if any officer or director of such Person as of the date such knowledge is imputed has Knowledge of such fact or other matter.

"***Law***" means any federal, state, national, foreign, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (including under the authority of NASDAQ or the Financial Industry Regulatory Authority).

"***Legal Proceeding***" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, notice of alleged violation, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Body or any arbitrator or arbitration panel.

"***Liability***" has the meaning set forth in Section 2.5(d).

"***New Incentive Plan***" has the meaning set forth in Section 6.15.

"***NASDAQ***" means the Nasdaq Capital Market.

"***NASDAQ Listing Application***" has the meaning set forth in Section 6.6.

"***NI 45-102***" means National Instrument 45-102 – *Resale of Securities.*

"***Ordinary Course of Business***" means, in the case of each of the Company and Parent, such actions taken in the ordinary course of its normal operations and consistent with its past practices.

"***Organizational Documents***" means, with respect to any Person (other than an individual), (a) the certificate or articles of association or incorporation or organization or limited partnership or limited liability company, and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all notice of articles, articles, bylaws, regulations and similar documents or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

"***Parent***" has the meaning set forth in the Preamble.

"***Parent 409A Plan***" has the meaning set forth in Section 3.12(f).

"***Parent Balance Sheet***" means the unaudited balance sheet of Parent as of March 31, 2025 (the "***Parent Balance Sheet Date***") provided to the Company prior to the date of this Agreement.

"***Parent Board***" means the board of directors of Parent.

"***Parent Common Stock***" means the Common Stock, $0.001 par value per share, of Parent.

"***Parent Contract***" has the meaning set forth in Section 3.16(b).

"***Parent Data***" means all data and information Processed by or for Parent or any of its Subsidiaries.

"***Parent Data Partners***" has the meaning set forth in Section 3.9(l).

"***Parent Disclosure Schedule***" has the meaning set forth in Article III.

"***Parent Documents***" has the meaning set forth in Section 3.3(a).

"***Parent Environmental Permits***" has the meaning set forth in Section 3.14(c).

"***Parent Employee Plans***" has the meaning set forth in Section 3.12(a).

"***Parent Financials***" has the meaning set forth in Section 3.5(f).

"***Parent Insurance Policies***" has the meaning set forth in Section 3.17(a).

"***Parent Lookback Date***" has the meaning set forth in Section 3.5(a).

"***Parent Material Adverse Effect***" means any Effect that, considered together with all other Effects that have occurred prior to the date of determination of the occurrence of a Parent Material Adverse Effect, has or would reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), assets, liabilities or results of operations of Parent; *provided*, *however*, that Effects arising or resulting from the following shall not be taken into account in determining whether there has been a Parent Material Adverse Effect: (a) general business or economic conditions affecting the industry in which Parent operates, (b) acts of war, armed hostilities or terrorism, acts of God or comparable events, epidemic, pandemic or disease outbreak (including the COVID-19 virus) or any worsening of the foregoing, or any declaration of martial law, quarantine or similar directive, policy or guidance or Law or other action by any Governmental Body in response thereto, (c) changes in financial, banking or securities markets, (d) the taking of any action required to be taken by this Agreement, (e) any change in the stock price or trading volume of Parent Common Stock (it being understood, however, that any Effect causing or contributing to any change in stock price or trading volume of Parent Common Stock may be taken into account in determining whether a Parent Material Adverse Effect has occurred, unless such Effects are otherwise excepted from this definition); (f) any change in, or any compliance with or action taken for the purpose of complying with, any Law or GAAP (or interpretations of any Law or GAAP); (g) resulting from the announcement of this Agreement or the pendency of the Contemplated Transactions; *provided*, that this clause (e) shall not apply to any representation or warranty (or condition to the consummation of the Contemplated Transactions relating to such representation or warranty) to the extent the representation and warranty expressly addresses the consequences resulting from the execution and delivery of this Agreement or the consummation of the Contemplated Transactions; or (h) resulting from the taking of any action or the failure to take any action, by Parent that is required to be taken by this Agreement, except in each case with respect to clauses (a) through (c), to the extent disproportionately affecting Parent relative to other similarly situated companies in the industries in which Parent operates.

"***Parent Option***" has the meaning set forth in Section 3.2(b).

"***Parent Outstanding Shares Certificate***" has the meaning set forth in Section 6.11(b).

"***Parent Owned IP Rights***" has the meaning set forth in Section 3.8.

"***Parent Permits***" has the meaning set forth in Section 3.9(b).

"***Parent Personal Information***" has the meaning set forth in Section 3.9(k).

"***Parent Preferred Stock***" has the meaning set forth in Section 3.2(a).

"***Parent Privacy Policy***" has the meaning set forth in Section 3.9(k).

"***Parent Product Candidates***" has the meaning set forth in Section 3.9(d).

"***Parent Regulatory Permits***" has the meaning set forth in Section 3.9(d).

"***Parent SEC Documents***" has the meaning set forth in Section 3.5(a).

"***Parent Securities***" has the meaning set forth in Section 6.8(b).

"***Parent Security Incident***" has the meaning set forth in Section 3.9(l).

"Parent Stock Plans" means collectively the 2019 Incentive Plan and the 2023 Incentive Plan, each as may be amended from time to time.

"***Parent Stockholder Matters***" has the meaning set forth in Section 6.1(a)(iv).

"***Parent Stockholders' Meeting***" has the meaning set forth in Section 6.1(a)(iv).

"***Parent Warrant***" has the meaning set forth in Section 3.2(b).

"***Party***" or "***Parties***" means the Company, ExchangeCo, CallCo, Parent and the Company as the Shareholder's Representative on behalf of the Shareholders.

"***Permitted Encumbrance***" means: (a) any Encumbrance for current Taxes not yet due and payable or for Taxes that are being contested in good faith and, in each case, for which adequate reserves have been made on the Company Unaudited Interim Balance Sheet or the Parent Balance Sheet, as applicable, in accordance with GAAP; (b) minor liens that have arisen in the Ordinary Course of Business and that do not (in any case or in the aggregate) materially detract from the value of the assets or properties subject thereto or materially impair the operations of the Company or any of its Subsidiaries or Parent, as applicable; (c) liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (d) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by Law; (e) non-exclusive licenses of Intellectual Property Rights granted by the Company or any of its Subsidiaries or Parent, as applicable, in the Ordinary Course of Business and that do not (in any case or in the aggregate) materially detract from the value of the Intellectual Property Rights subject thereto; and (f) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies the payment for which is not delinquent.

"***Person***" means any individual, Entity or Governmental Body.

"***PHSA***" has the meaning set forth above in the definition of Drug/Device Law.

"***Principle Trading Market***" means the trading market on which Parent Common Stock is primarily listed on and quoted for trading, which, as of the date of this Agreement and the Closing Date, shall be NASDAQ.

"***Process***" means, with respect to any data, information, or information technology system, any operation or set of operations performed thereon, whether or not by automated means, including access, adaptation, alignment, alteration, collection, combination, compilation, consultation, creation, derivation, destruction, disclosure, disposal, dissemination, erasure, interception, maintenance, making available, organization, recording, restriction, retention, retrieval, storage, structuring, transmission, and use, and security measures with respect thereto.

"***Proxy Statement***" has the meaning set forth in Section 6.2(a).

"***Purchased Shares***" has the meaning set forth in the Recitals.

"***Reference Date***" means May 21, 2025.

"***Registration Statement Effective Date***" has the meaning set forth in Section 6.8(b).

"***Representatives***" means directors, officers, employees, agents, attorneys, accountants, investment bankers, advisors and representatives.

"***Required Parent Stockholder Vote***" means the affirmative vote of (A) a majority of the shares present in person or represented by proxy at the Parent Stockholders' Meeting and entitled to vote on the proposal to approve the proposals described in Section 6.1(a)(i) and Section 6.1(a)(iii) and (B) a majority of the votes cast is the only vote of the holders of any class or series of Parent's capital stock necessary to approve the proposal in Section 4.1(a)(iii).

"***Sarbanes-Oxley Act***" means the Sarbanes-Oxley Act of 2002.

"***SEC***" has the meaning set forth in Section 2.3(d).

"***SEC Website***" has the meaning set forth in Section 3.5(a).

"***Securities Act***" has the meaning set forth in Section 3.5(a).

"***Shareholder***" has the meaning set forth in the Preamble.

"***Shareholder Disclosure Schedule***" has the meaning set forth in Article IV.

"***Shareholder Documents***" has the meaning set forth in Section 4.2(b).

"***Shareholders' Representative***" has the meaning set forth in Section 11.15.

"***Subsidiary***" An entity shall be deemed to be a 'subsidiary' of a Person if such Person directly or indirectly owns or purports to own, beneficially or of record, (a) an amount of voting securities or other interests in such entity that is sufficient to enable such Person to elect at least a majority of the members of such entity's board of directors or other governing body, or (b) at least 50% of the outstanding equity, voting, beneficial or financial interests in such Entity.

"***Standard Settlement Period***" means the standard settlement period for the Principle Trading Market, expressed in a number of trading days, as in effect on the applicable date, which as of the date of this Agreement is "T+2."

"***Takeover Statute***" means any "fair price," "moratorium," "control share acquisition" or other similar anti-takeover Law.

"***Tax***" means any (i) federal, state, local, foreign or other tax, including any income, capital gain, gross receipts, capital stock, profits, transfer, estimated, registration, stamp, premium, escheat, unclaimed property, customs duty, ad valorem, occupancy, occupation, alternative, add-on, windfall profits, value added, severance, property, business, production, sales, use, license, excise, franchise, employment, payroll, social security, disability, unemployment, workers' compensation, national health insurance, withholding or other taxes, duties, fees, assessments or governmental charges, surtaxes or deficiencies thereof in the nature of a tax, however denominated (whether imposed directly or through withholding and whether or not disputed), and including any fine, penalty, addition to tax, or interest or additional amount imposed by a Governmental Body with respect thereto (or attributable to the nonpayment thereof) and (ii) any liability for payment of amounts described in clause (i), whether as a result of transferee or successor liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, pursuant to a Contract, through operation of Law or otherwise.

"***Tax Return***" means any return (including any information return), report, statement, declaration, claim for refund, estimate, schedule, notice, notification, form, election, certificate or other document, and any amendment or supplement to any of the foregoing, filed with or submitted to, or required to be filed with or submitted to, any Governmental Body (or provided to a payee) in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of, or compliance with, any Law relating to any Tax.

"***Transfer Agent***" means Securities Transfer Corporation, the current transfer agent of the Parent, or any successor transfer agent for the Parent.

"***Treasury Regulations***" means the United States Treasury regulations promulgated under the Code.

"***Trust***" has the meaning set forth in the Preamble.

"***Trustee***" has the meaning set forth in the Preamble.

"***Unlegended Share Delivery Date***" has the meaning set forth in Section 6.8(b).

"***Unrestricted Conditions***" has the meaning set forth in Section 6.8(b).

"***Voting Agreements***" has the meaning set forth in the Recitals.

EXHIBIT B

FORM OF VOTING AGREEMENT

[See attached.]

EXHIBIT C

FORM OF EXCHANGE RIGHTS AGREEMENT

[See attached.]

EXHIBIT D

FORM OF SUPPORT AGREEMENT

[See attached.]

EXHIBIT E

CERTIFICATE OF DESIGNATION

[See attached.]

EXHIBIT F

FIRST AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

[See attached.]

EXHIBIT G

RIGHT TO PLACE AGREEMENT

[See attached.]

BIOSIG TECHNOLOGIES, INC.
CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SPECIAL VOTING PREFERRED STOCK

Pursuant to Section 151 of the
General Corporation Law of the State of Delaware

THE UNDERSIGNED DOES HEREBY CERTIFY, on behalf of BioSig Technologies, Inc., a Delaware corporation (the "***Corporation***"), that the following resolution was duly adopted by the Board of Directors of the Corporation (the "***Board of Directors***"), in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware (the "***DGCL***"), at a meeting duly called and held on [__], 2025, which resolution provides for the creation of a series of the Corporation's Preferred Stock, par value $0.0001 per share, which is designated as "Special Voting Preferred Stock," with the preferences, rights and limitations set forth therein.

WHEREAS: the Amended and Restated Certificate of Incorporation of the Corporation, as may be amended from time to time (the "***Certificate of Incorporation***"), provides for a class of its authorized stock known as Preferred Stock, consisting of 1,000,000 shares, $0.001 par value per share (the "***Preferred Stock***"), issuable from time to time in one or more series.

RESOLVED: that, pursuant to authority conferred upon the Board of Directors by the Certificate of Incorporation, (i) a series of Preferred Stock of the Corporation be, and hereby is authorized by the Board of Directors, (ii) the Board of Directors hereby authorizes the issuance of one (1) share of "Special Voting Preferred Stock" pursuant to the terms of the Exchange Rights Agreement, dated as of [__], 2025, by and among the Corporation, BST Sub ULC, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Corporation ("***ExchangeCo***"), 1540875 B.C. Ltd., a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Corporation ("***CallCo***"), and 1540873 B.C. Ltd., a company organized under the laws of the Province of British Columbia in its capacity as trustee of the trust formed pursuant to the Exchange Rights Agreement (the "***Trustee***"), as it may be amended from time to time (the "***Exchange Rights Agreement***"), which for the avoidance of doubt shall not be issued until after approval of the Parent Stockholder Matters, and (iii) the Board of Directors hereby fixes the designations, powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of such shares of Preferred Stock, in addition to any provisions set forth in the Certificate of Incorporation that are applicable to the Preferred Stock of all classes and series, as follows (the "***Certificate of Designation***"):

TERMS OF SPECIAL VOTING PREFERRED STOCK

1. Designation, Amount and Par Value. The series of Preferred Stock shall be designated as Special Voting Preferred Stock and the number of shares so designated shall be one (1). The sole authorized share of Special Voting Preferred Stock shall have a par value of $0.001.

2. Dividends. The holder of record of the share of Special Voting Preferred Stock shall not be entitled to receive any dividends declared and paid by the Corporation.

3. Voting Rights.

3.1 The holder of record of the share of Special Voting Preferred Stock, except as otherwise required under applicable law or as set forth in subparagraph (b) below, shall not be entitled to vote on any matter required or permitted to be voted upon by the stockholders of the Corporation.

3.2 With respect to all meetings of the stockholders of the Corporation at which the holders of the Corporation's common stock, par value $0.001 per share, are entitled to vote (each, a "***Stockholder Meeting***") and, if applicable, with respect to any written consents sought by the Corporation from the holders of such common stock (each, a "***Stockholder Consent***"), the holder of the share of Special Voting Preferred Stock shall vote together with the holders of such common stock as a single class except as otherwise required under applicable law, and the holder of the share of Special Voting Preferred Stock shall be entitled to cast on such matter a number of votes equal to (1) the Exchangeable Share Exchange Ratio (as defined below), multiplied by (2) the number of Exchangeable Shares (the "***Exchangeable Shares***") of ExchangeCo outstanding as of the record date for determining stockholders entitled to vote at such Stockholder Meeting or in connection with the applicable Stockholder Consent (i) that are not owned by the Corporation or its affiliated entities and (ii) as to which the holder of the share of Special Voting Preferred Stock has received voting instructions from the holders of such Exchangeable Shares in accordance with the Exchange Rights Agreement, and (3) rounded down to the nearest whole vote.

3.3 "***Exchangeable Share Exchange Ratio***" has the meaning ascribed thereto in the rights, privileges, restrictions and conditions attaching to the Exchangeable Shares as set out in the articles of ExchangeCo, as they may be amended from time to time, a copy of which shall be maintained in the books and records of the Corporation.

4. Rank; Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holder of record of the share of Special Voting Preferred Stock shall rank senior to the common stock of the Corporation, and junior to all other series of Preferred Stock of the Corporation, and shall be entitled to receive, prior to such shares of common stock, an amount equal to $1.00.

5. Other Provisions.

5.1 The holder of record of the share of Special Voting Preferred Stock shall not have any rights hereunder to convert such share into, or exchange such share for, shares of any other series or class of capital stock of the Corporation.

5.2 The voting rights attached to the share of Special Voting Preferred Stock shall terminate pursuant to and in accordance with the Exchange Rights Agreement.

5.3 At such time as the share of Special Voting Preferred Stock has no votes attached to it, the Special Voting Preferred Stock shall be automatically cancelled for no consideration.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, BioSig Technologies, Inc. has caused this Certificate of Designation of Preferences, Rights and Limitations of Special Voting Preferred Stock to be duly executed by its Chief Executive Officer on [__], 2025.

BIOSIG TECHNOLOGIES, INC.

By: _____
Name: Anthony Amato
Title: Chief Executive Officer

[Signature Page to Certificate of Designation]

Exhibit 10.1

FORM OF PARENT STOCKHOLDER VOTING AGREEMENT

BIOSIG TECHNOLOGIES, INC.

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "***Agreement***"), dated as of [__], 2025, is made by and among BioSig Technologies, Inc., a Delaware corporation ("***Parent***"), Streamex Exchange Corporation, a corporation organized under the laws of the Province of British Columbia (the "***Company***"), and the undersigned holder ("***Stockholder***") of shares of capital stock (the "***Shares***") of Parent.

WHEREAS, Parent, BST Sub ULC, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of Parent ("***ExchangeCo***"), 1540875 B.C. LTD., a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Parent ("***CallCo***"), the Company, and the shareholders of the Company have entered into a Share Purchase Agreement, dated of even date herewith (the "***Purchase Agreement***"), a copy of which is attached as Exhibit A hereto, providing for the purchase of all of the shares of the Company in exchange for the Exchangeable Shares (as defined in the Purchase Agreement) (the "***Transaction***");

WHEREAS, Stockholder beneficially owns and has sole or shared voting power with respect to the number of Shares indicated opposite Stockholder's name on Schedule 1 attached hereto;

WHEREAS, as an inducement and a condition to the willingness of Parent, ExchangeCo, CallCo, the Company and the former shareholders of the Company to enter into the Purchase Agreement, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, Stockholder has agreed to enter into and perform this Agreement; and

WHEREAS, all capitalized terms used in this Agreement without definition herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of, and as a condition to, Parent, ExchangeCo, CallCo, the Company and the former shareholders of the Company entering into the Purchase Agreement and proceeding with the transactions contemplated thereby, and in consideration of the substantial expenses incurred and to be incurred by them in connection therewith, Stockholder, Parent and the Company agree as follows:

1) Agreement to Vote Shares. Stockholder agrees that, prior to the Expiration Date (as defined in Section 2 below), at any meeting of the stockholders of Parent or any adjournment or postponement thereof, or in connection with any written consent of the stockholders of Parent, with respect to: (i) approval of the Exchangeable Shares Proposal; (ii) approval of the issuance of the US Parent Trust Stock (as defined in the Exchange Rights Agreement) to the Trustee; (iii) approval of the New Incentive Plan; (iv) authorization of an amendment of Parent's certificate of incorporation to: (I) authorize sufficient Parent Common Stock to be issued in connection with (x) the ability for the Exchangeable Shares to exchange their Exchangeable Shares into Parent Common Stock pursuant to the Exchangeable Shares Agreement; (y) issuance of the US Parent Trust Stock and (z) the New Incentive Plan and (II) classify the board of directors of BioSig so that there are three classes of directors, designated as Class I, Class II and Class III, with each class consisting, as nearly as may be practicable, of one-third of the total members of the Parent Board, with each class serving staggered 3-year terms, or as otherwise agreed to by Parent and Company (collectively the items in (iv) the "***Charter Amendment Proposal***"); (v) authorization of an amendment to the bylaws of the Parent to (I) remove any provisions prohibiting classes of directors with staggered terms and (II) state that directors will be elected to serve three-year terms and such other terms to allow for there to be three classes of directors with each class serving staggered 3-year terms, or as otherwise agreed to by Parent and Company; and (vi) approval of a stockholder rights plans (or similar plan commonly referred to as a "poison pill") as mutually acceptable to the Parent and the Company (collectively the items (i)-(vi) the "***Parent Stockholder Matters***"), Stockholder shall, or shall cause the holder of record on any applicable record date to:

   a) appear at such meeting or otherwise cause the Shares and any New Shares (as defined in Section 3 below) to be counted as present thereat (in person or by proxy) for purposes of calculating a quorum;

   b) from and after the date hereof until the Expiration Date, vote (or cause to be voted), or deliver a written consent (or cause a written consent to be delivered) covering all of the Shares and any New Shares that Stockholder shall be entitled to so vote: (i) in favor of the Parent Stockholder Matters and any matter that could reasonably be expected to facilitate the Parent Stockholder Matters; (ii) against any proposal to (A) remove the limitation set by Parent, ExchangeCo and CallCo preventing any holder of Exchangeable Shares from exercising its retraction rights in excess of 5.01% of their Exchangeable Shares issued as of the date hereof as set forth in Section 13.9 of the Exchange Rights Agreement (the "***Beneficial Ownership Limitation***"); or (B) allow any Exchangeable Shareholder to own Parent Common Stock in excess of the Beneficial Ownership Limitation or (C) enter into any agreement, transaction or other matter that is intended to, or would reasonably be expected to, impede, interfere with, delay, postpone, discourage or materially and adversely affect the consummation of the Parent Stockholder Matters; and (iii) to approve any proposal to adjourn or postpone the meeting to a later date, if there are not sufficient votes for the approval of the Parent Stockholder Matters on the date on which such meeting is held. Stockholder shall not take or commit or agree to take any action inconsistent with the foregoing.

2) Expiration Date. As used in this Agreement, the term "***Expiration Date***" shall mean the earlier to occur of (a) the effective time of the approval of the Parent Stockholder Matters or (b) upon mutual written agreement of the Company, the Parent and Stockholder to terminate this Agreement.

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3) Agreements of Stockholder. Stockholder agrees that any shares of capital stock or other equity securities of Parent that Stockholder purchases or with respect to which Stockholder otherwise acquires sole or shared voting power (including any proxy) after the execution of this Agreement and prior to the Expiration Date, whether by the exercise of any options to purchase shares of Parent Common Stock ("***Parent Options***"), settlement of any warrants of Parent ("***Parent Warrants***") or otherwise, including, without limitation, by gift, succession, in the event of a stock split or as a dividend or distribution of any Shares ("***New Shares***"), shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted the Shares.

4) Share Transfers. From and after the date hereof until the Expiration Date, Stockholder shall not, directly or indirectly, (a) sell, assign, transfer, tender, or otherwise dispose of (including, without limitation, by the creation of any Liens (as defined in Section 5(c) below)) any Shares or any New Shares acquired, (b) deposit any Shares or New Shares into a voting trust or enter into a voting agreement or similar arrangement with respect to such Shares or New Shares or grant any proxy or power of attorney with respect thereto (other than this Agreement), (c) enter into any Contract, option, commitment or other arrangement or understanding with respect to the direct or indirect sale, transfer, assignment or other disposition of (including, without limitation, by the creation of any Liens) any Shares or New Shares, or (d) take any action that would make any representation or warranty of Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling Stockholder from performing Stockholder's obligations under this Agreement. Notwithstanding the foregoing, Stockholder may make (1) transfers by will or by operation of Law or other transfers for estate-planning purposes, in which case this Agreement shall bind the transferee, (2) with respect to Stockholder's Parent Options which expire on or prior to the Expiration Date, transfers, sale, or other disposition of Shares or New Shares to Parent as payment for the (i) exercise price of Stockholder's Parent Options and (ii) taxes applicable to the exercise of Stockholder's Parent Options, (3) with respect to Stockholder's Parent Warrants, (i) transfers for the net settlement of Stockholder's Parent Warrants settled in Shares or New Shares (to pay any tax withholding obligations) or (ii) transfers for receipt upon settlement of Stockholder's Parent Warrants, and the sale of a sufficient number of such Shares acquired upon settlement of such securities as would generate sales proceeds sufficient to pay the aggregate taxes payable by Stockholder as a result of such settlement, (4) if Stockholder is a partnership or limited liability company, a transfer to one or more partners or members of Stockholder or to an Affiliated corporation, trust or other Entity under common control with Stockholder (including to an investment fund or other Entity controlled or managed by the investment adviser or general partner of the Stockholder), or if Stockholder is a trust, a transfer to a beneficiary, *provided that*, in each such case the applicable transferee has signed a voting agreement in substantially the form hereof, (5) transfers to another holder of the capital stock of the Company that has signed a voting agreement in substantially the form hereof, and (6) transfers, sales or other dispositions as the Company may otherwise agree in writing in its sole discretion. If any voluntary or involuntary transfer of any Shares or New Shares covered hereby shall occur (including a transfer or disposition permitted by Section 4(1) through Section 4(6), sale by a Stockholder's trustee in bankruptcy, or a sale to a purchaser at any creditor's or court sale), (x) the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Shares or New Shares subject to all of the restrictions, Liabilities and rights under this Agreement, which shall continue in full force and effect, and (y) the transferee shall agree in writing to be bound by the terms and conditions of this Agreement and either the Stockholder or the transferee shall provide the Company with a copy of such agreement promptly upon consummation of any such transfer.

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5) Representations and Warranties of Stockholder. Stockholder hereby represents and warrants to Parent and the Company as follows:

a) if Stockholder is an Entity: (i) Stockholder is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, organized or constituted, (ii) Stockholder has all necessary power and authority to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby, and (iii) the execution and delivery of this Agreement, performance of Stockholder's obligations hereunder and the consummation of the transactions contemplated hereby by Stockholder have been duly authorized by all necessary action on the part of Stockholder and no other proceedings on the part of Stockholder are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby. If Stockholder is an individual, Stockholder has the legal capacity to execute and deliver this Agreement, to perform Stockholder's obligations hereunder and to consummate the transactions contemplated hereby;

b) this Agreement has been duly executed and delivered by or on behalf of Stockholder and, assuming this Agreement constitutes a valid and binding agreement of the Company and Parent, constitutes a valid and binding agreement with respect to Stockholder, enforceable against Stockholder in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of Law or a court of equity and by bankruptcy, insolvency and similar Laws affecting creditors' rights and remedies generally;

c) Stockholder beneficially owns the number of Shares indicated opposite Stockholder's name on Schedule 1, and will own any New Shares, free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever ("***Liens***"), and has sole or shared, and otherwise unrestricted, voting power with respect to such Shares or New Shares and none of the Shares or New Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares or the New Shares, except as contemplated by this Agreement;

d) the execution and delivery of this Agreement by Stockholder does not, and the performance by Stockholder of his, her or its obligations hereunder and the compliance by Stockholder with any provisions hereof will not, violate or conflict with, result in a material breach of or constitute a default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Liens on any Shares or New Shares pursuant to, any agreement, instrument, note, bond, mortgage, Contract, lease, license, permit or other obligation or any order, arbitration award, judgment or decree to which Stockholder is a party or by which Stockholder is bound, or any Law, statute, rule or regulation to which Stockholder is subject or, in the event that Stockholder is a corporation, partnership, trust or other Entity, any bylaw or other Organizational Document of Stockholder; except for any of the foregoing as would not reasonably be expected to prevent or delay the performance by Stockholder of his, her or its obligations under this Agreement in any material respect;

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e) the execution and delivery of this Agreement by Stockholder does not, and the performance of this Agreement by Stockholder does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Body or regulatory authority by Stockholder except for applicable requirements, if any, of the Exchange Act, and except where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay the performance by Stockholder of his, her or its obligations under this Agreement in any material respect;

f) no investment banker, broker, finder or other intermediary is entitled to a fee or commission from Parent or the Company in respect of this Agreement based upon any Contract made by or on behalf of Stockholder;

g) as of the date of this Agreement, there is no Legal Proceeding pending or, to the knowledge of Stockholder, threatened against Stockholder that would reasonably be expected to prevent or delay the performance by Stockholder of his, her or its obligations under this Agreement in any material respect; and

(h) Stockholder has had the opportunity to review the Purchase Agreement (including all exhibits and schedules thereto) and has been afforded (i) the opportunity to ask such questions as he or it has deemed necessary of, and to receive answers from, representatives of the Parent and the Company concerning the terms, conditions, merits and risks of the Transaction and (ii) the opportunity to obtain such additional information that the Parent or Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed decision with respect to this Agreement.

6) Irrevocable Proxy. Subject to the final sentence of this Section 6, by execution of this Agreement, Stockholder does hereby appoint Parent and any of its designees with full power of substitution and re-substitution, as Stockholder's true and lawful attorney and irrevocable proxy, to the fullest extent of Stockholder's rights with respect to the Shares or New Shares, to vote and exercise all voting and related rights, including the right to sign Stockholder's name (solely in its capacity as a stockholder) to any stockholder consent, if Stockholder is unable to perform or otherwise does not perform his, her or its obligations under this Agreement, with respect to such Shares solely with respect to the matters set forth in Section 1 hereof. Stockholder intends this proxy to be irrevocable and coupled with an interest hereunder until the Expiration Date, hereby revokes any proxy previously granted by Stockholder with respect to the Shares or New Shares and represents that none of such previously-granted proxies are irrevocable. The irrevocable proxy and power of attorney granted herein shall survive the death or incapacity of Stockholder and the obligations of Stockholder shall be binding on Stockholder's heirs, personal representatives, successors, transferees and assigns. Stockholder hereby agrees not to grant any subsequent powers of attorney or proxies with respect to any Shares or New Shares with respect to the matters set forth in Section 1 until after the Expiration Date. The Stockholder hereby affirms that the proxy set forth in this Section 6 is given in connection with and granted in consideration of and as an inducement to the Company, Parent, ExchangeCo, CallCo and the former shareholders of the Company to enter into the Purchase Agreement and that such proxy is given to secure the obligations of the Stockholder under Section 1. Notwithstanding anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the Expiration Date.

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7) No Challenge. Each Stockholder agrees not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Parent, ExchangeCo, CallCo, the Company or the former shareholders of the Company or any of their respective successors or directors (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Purchase Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into the Purchase Agreement.

8) Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur 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 an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without the need of posting bond in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at Law or in equity.

9) Directors and Officers. This Agreement shall apply to Stockholder solely in Stockholder's capacity as a stockholder of Parent and/or holder of Parent Options and/or Parent Warrants and not in Stockholder's capacity as a director, officer or employee of Parent or any of its Subsidiaries or in Stockholder's capacity as a trustee or fiduciary of any employee benefit plan or trust. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall (or requires Stockholder to attempt to) limit or restrict a director and/or officer of Parent in the exercise of his or her fiduciary duties as a director and/or officer of Parent or in his or her capacity as a trustee or fiduciary of any employee benefit plan or trust or prevent or be construed to create any obligation on the part of any director and/or officer of Parent or any trustee or fiduciary of any employee benefit plan or trust from taking any action in his or her capacity as such director, officer, trustee and/or fiduciary.

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10) No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company or any other Person any direct or indirect ownership or incidence of ownership of or with respect to any Shares or New Shares. All rights, ownership and economic benefits of and relating to the Shares or New Shares shall remain vested in and belong to Stockholder, and the Company does not have authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of Parent or exercise any power or authority to direct Stockholder in the voting of any of the Shares or New Shares, except as otherwise provided herein.

11) Termination. This Agreement shall terminate and shall have no further force or effect as of the Expiration Date. Notwithstanding the foregoing, upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; *provided*, *however*, nothing set forth in this Section 11 or elsewhere in this Agreement shall relieve any party from liability for any fraud or for any breach of this Agreement prior to termination hereof.

12) Further Assurances. Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Company or Parent may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement and the Contemplated Transactions.

13) Disclosure. Stockholder hereby agrees that Parent and the Company may publish and disclose in any registration statement, any prospectus filed with any regulatory authority in connection with the Contemplated Transactions and any related documents filed with such regulatory authority and as otherwise required by Law, Stockholder's identity and ownership of Shares and the nature of Stockholder's commitments, arrangements and understandings under this Agreement and may further file this Agreement as an exhibit to any registration statement or prospectus or in any other filing made by Parent or the Company as required by Law or the terms of the Purchase Agreement, including with the SEC or other regulatory authority, relating to the Contemplated Transactions, all subject to prior review and an opportunity to comment by Stockholder's counsel. Prior to the Closing, Stockholder shall not, and shall use its reasonable best efforts to cause its representatives not to, directly or indirectly, make any press release, public announcement or other public communication that criticizes or disparages this Agreement or the Purchase Agreement or any of the Contemplated Transactions, without the prior written consent of Parent and the Company, *provided*, *that* the foregoing shall not affect any actions of Stockholder the prohibition of which would be prohibited under applicable Law.

14) Notice. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by overnight courier (providing proof of delivery), by electronic transmission (providing confirmation of transmission) to the Company or Parent, as the case may be, in accordance with Section 8.8 of the Purchase Agreement and to Stockholder at his, her or its address or email address (providing confirmation of transmission) set forth on Schedule 1 attached hereto (or at such other address for a party as shall be specified by like notice).

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15) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

16) Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and assigns; *provided*, *however*, that neither this Agreement nor any of a party's rights or obligations hereunder may be assigned or delegated by such party without the prior written consent of the other parties hereto, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such party without the other party's prior written consent shall be void and of no effect. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17) No Waivers. No waivers of any breach of this Agreement extended by the Company or Parent to Stockholder shall be construed as a waiver of any rights or remedies of the Company or Parent, as applicable, with respect to any other stockholder of Parent who has executed an agreement substantially in the form of this Agreement with respect to Shares or New Shares held or subsequently held by such stockholder or with respect to any subsequent breach of Stockholder or any other stockholder of Parent. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provisions hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

18) Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the state of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws. In any action or Legal Proceeding between any of the parties arising out of or relating to this Agreement, each of the parties: (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the state of Delaware or to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware, (ii) agrees that all claims in respect of such action or Legal Proceeding shall be heard and determined exclusively in accordance with clause (i) of this Section 18, (iii) waives any objection to laying venue in any such action or Legal Proceeding in such courts, (iv) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any party, and (v) agrees that service of process upon such party in any such action or Legal Proceeding shall be effective if notice is given in accordance with Section 14 of this Agreement.

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19) Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LEGAL PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH AND THE MATTERS CONTEMPLATED HEREBY AND THEREBY.

20) No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a Contract, agreement, arrangement or understanding between the parties hereto unless and until (a) the Parent Board has approved, for purposes of any applicable anti-takeover Laws and regulations and any applicable provision of the certificate of incorporation of Parent, the Purchase Agreement and the Contemplated Transactions, (b) the Purchase Agreement is executed by all parties thereto, and (c) this Agreement is executed by all parties hereto.

21) Entire Agreement; Counterparts; Exchanges by Electronic Transmission. This Agreement and the other agreements referred to in this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all parties by electronic transmission via ".pdf" shall be sufficient to bind the parties to the terms and conditions of this Agreement.

22) Amendment. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed on behalf of each party hereto.

23) Fees and Expenses. Except as otherwise specifically provided herein, the Purchase Agreement or any other agreement contemplated by the Purchase Agreement to which a party hereto is a party, each party hereto shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby.

24) Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties. Each of the parties hereby acknowledges, represents and warrants that (i) it has read and fully understood this Agreement and the implications and consequences thereof; (ii) it has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of its own choice, or it has made a voluntary and informed decision to decline to seek such counsel; and (iii) it is fully aware of the legal and binding effect of this Agreement.

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25) Third Party Beneficiaries. The Stockholder hereby agrees that its representations, warranties and covenants set forth herein are solely for the benefit of the parties hereto in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein, and the parties hereto hereby further agree that this Agreement may only be enforced against, and any Legal Proceeding that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons expressly named as parties hereto.

26) Construction.

a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

d) Except as otherwise indicated, all references in this Agreement to "Sections," and "Schedules" are intended to refer to Sections of this Agreement and Schedules to this Agreement, respectively.

e) The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

[*Remainder of Page has Intentionally Been Left Blank*]

EXECUTED as of the date first above written.

[STOCKHOLDER]

_____

Signature: _____

Name (if an Entity): _____

Title (if an Entity): _____

[*Signature Page to Voting Agreement*]

EXECUTED as of the date first above written.

BIOSIG TECHNOLOGIES, INC.

By: _____

Name: Anthony Amato

Title: Chief Executive Officer

[*Signature Page to Voting Agreement*]

EXECUTED as of the date first above written.

STREAMEX EXCHANGE CORPORATION

By: _____

Name: Karl Henry McPhie

Title: Chief Executive Officer

By: _____

Name: Morgan Lekstrom

Title: Executive Chairman

[*Signature Page to Voting Agreement*]

SCHEDULE 1

Name, Address and Email Address of Stockholder	Shares of Parent Common Stock	Parent Options and Warrants

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EXHIBIT A

PURCHASE AGREEMENT

(ATTACHED)

EXHIBIT 10.2

EXCHANGE RIGHTS AGREEMENT

BY AND AMONG

BIOSIG TECHNOLOGIES, INC.

BST SUB ULC

1540875 B.C. LTD.

AND

1540873 B.C. LTD.

DATED AS OF [__], 2025

TABLE OF CONTENTS

EXHIBITS

EXCHANGE RIGHTS AGREEMENT

THIS EXCHANGE RIGHTS AGREEMENT (the "**Agreement**") made as of [__], 2025 among **BioSig Technologies, Inc.**, a corporation existing under the laws of the State of Delaware ("**US Parent**"), **1540875 B.C. Ltd.**, a company existing under the laws of the Province of British Columbia ("**CallCo**"), **BST SUB ULC,** an unlimited liability company existing under the laws of the Province of British Columbia ("**ExchangeCo**"), and **1540873 B.C. Ltd.** (the "**Trustee**"), as trustee of the trust formed pursuant to this Agreement (the "**Trust**").

RECITALS

A. Pursuant to that certain Share Purchase Agreement (the "**Definitive Agreement**") dated May 23, 2025, among US Parent, CallCo, ExchangeCo, Trustee, as trustee of the Trust, Streamex Exchange Corporation, and the shareholders of Streamex Exchange Corporation, as amended, supplemented or otherwise modified from time to time in accordance with its terms, ExchangeCo will issue exchangeable shares (the "**Exchangeable Shares**") to certain shareholders of Streamex Exchange Corporation.

B. Pursuant to the Definitive Agreement, the parties have agreed to enter into this Agreement.

IN CONSIDERATION of the foregoing and the mutual agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, each capitalized term used and not otherwise defined herein shall have the meaning ascribed thereto in the rights, privileges, restrictions and conditions attaching to the Exchangeable Shares as set out in the Articles of ExchangeCo, as they may be amended from time to time, a copy of which is attached as Exhibit A (the "**Exchangeable Share Provisions**"), and the following terms shall have the following meanings:

(a) "**1933 Act**" has the meaning ascribed thereto in Section 4.10;

(b) "**Affected Person**" has the meaning ascribed thereto in Section 4.13(1);

(c) "**affiliate**" means, with respect to any person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with, such person. For purposes of this definition, the term "**control**" (including the correlative terms "**controlling**", "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;

(d) "**Agreement**" has the meaning ascribed thereto in the introductory paragraph;

(e) "**Automatic Exchange Right**" has the meaning ascribed thereto in Section 4.12(3);

(f) "**Broker**" has the meaning ascribed thereto in Section 4.13(3);

(g) "**Business Day**" means a day on which banks are generally open for the transaction of commercial business in Vancouver, British Columbia, but does not in any event include a Saturday or Sunday or statutory holiday in Vancouver, British Columbia;

(h) "**CallCo**" has the meaning ascribed thereto in the introductory paragraph;

(i) "**Electronic Methods**" has the meaning ascribed thereto in Section 13.8;

(j) "**Exchangeable Share Certificate**" means (i) a share certificate representing Exchangeable Shares, (ii) a notice of uncertificated shares representing a shareholder's right to obtain a share certificate representing Exchangeable Shares, or (iii) a direct registration system advice (or similar document) evidencing the electronic registration of the ownership of Exchangeable Shares, as applicable;

(k) "**Exchangeable Share List**" has the meaning ascribed thereto in Section 3.7;

(l) "**Exchangeable Share Provisions**" has the meaning ascribed thereto in Section 1.1;

(m) "**Exchangeable Shareholder Votes**" means the number of votes equal to the number of shares of Underlying Exchangeable US Parent Stock;

(n) "**Exchangeable Shareholders**" means the registered holders from time to time of Exchangeable Shares, other than US Parent, CallCo, ExchangeCo and their affiliates;

(o) "**Exchangeable Shares**" means the Exchangeable Shares of ExchangeCo, and "**Exchangeable Share**" means any one of them;

(p) "**Exchange Right**" has the meaning ascribed thereto in Section 4.1;

(q) "**Exchange Right Request**" has the meaning ascribed thereto in Section 4.5(1)(a);

(r) "**ExchangeCo**" has the meaning ascribed thereto in the introductory paragraph;

(s) "**Governmental Entity**" means any United States, Canadian, international or other (i) federal, state, provincial, local, municipal or other government entity, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitrator or arbitral tribunal (public or private);

(t) "**Indemnified Parties**" has the meaning ascribed thereto in Section 8.1;

(u) "**Insolvency Event**" means (i) the institution by ExchangeCo of any proceeding to be adjudicated a bankrupt or insolvent or to be dissolved or wound up, or the consent of ExchangeCo to the institution of bankruptcy, insolvency, dissolution or winding-up proceedings against it, (ii) the filing by ExchangeCo of a petition, answer or consent seeking dissolution or winding-up under any bankruptcy, insolvency or analogous laws, including the *Companies Creditors' Arrangement Act* (Canada) and the *Bankruptcy and Insolvency Act* (Canada), or the failure by ExchangeCo to contest in good faith any such proceedings commenced in respect of ExchangeCo within 30 days of becoming aware thereof, or the consent by ExchangeCo to the filing of any such petition or to the appointment of a receiver, (iii) the making by ExchangeCo of a general assignment for the benefit of creditors, or the admission in writing by ExchangeCo of its inability to pay its debts generally as they become due, or (iv) ExchangeCo not being permitted, pursuant to solvency requirements of applicable law, to redeem any Retracted Shares pursuant to the Exchangeable Share Provisions specified in a Retraction Request delivered to ExchangeCo in accordance with the Exchangeable Share Provisions;

(v) "**Liquidation Event**" has the meaning ascribed thereto in Section 4.12(1);

(w) "**Liquidation Event Effective Date**" has the meaning ascribed thereto in Section 4.12(4);

(x) "**Officer's Certificate**" means, with respect to US Parent, CallCo or ExchangeCo, a certificate signed by any one of the respective directors or officers of US Parent, CallCo or ExchangeCo;

(y) "**Other Corporation**" has the meaning ascribed thereto in Section 10.4(c);

(z) "**Other Shares**" has the meaning ascribed thereto in Section 10.4(c);

(aa) "**Other Withholding Agent**" has the meaning ascribed thereto in Section 4.13(1);

(bb) "**person**" includes an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, trustee, executor, administrator, legal representative, government or any other entity, whether or not a legal entity, as the context requires;

(cc) "**Privacy Laws**" has the meaning ascribed thereto in Section 6.18;

(dd) "**Registration Statement**" has the meaning ascribed thereto in Section 4.10;

(ee) "**Retracted Shares**" has the meaning ascribed thereto in Section 4.7;

(ff) "**Shares to be Exchanged**" has the meaning ascribed thereto in Section 4.5(1)(a)(i);

(gg) "**Support Agreement**" means the exchangeable share support agreement dated the date hereof between US Parent, CallCo and ExchangeCo;

(hh) "**Transfer Office**" means the registered and records office of ExchangeCo, and if the Board of Directors of ExchangeCo has appointed a registrar and transfer agent for the Exchangeable Shares, any office of such transfer agent as may be specified by ExchangeCo by notice to the holders of the Exchangeable Shares.

(ii) "**Trust**" means the trust formed pursuant to this Agreement;

(jj) "**Trust Estate**" means the US Parent Stock, any other securities, the Exchange Right, the Automatic Exchange Right and any money or other property which may be held by the Trustee from time to time pursuant to this Agreement;

(kk) "**Trustee**" has the meaning ascribed thereto in the introductory paragraph;

(ll) "**Underlying Exchangeable US Parent Stock**" means the aggregate number of shares of US Parent Stock issuable to the Exchangeable Shareholders upon the exchange of all Exchangeable Shares exchangeable into US Parent Stock in accordance with the Exchangeable Share Provisions;

(mm) "**US Parent**" has the meaning ascribed thereto in the introductory paragraph;

(nn) "**US Parent Consent**" has the meaning ascribed thereto in Section 3.3;

(oo) "**US Parent Meeting**" has the meaning ascribed thereto in Section 3.3;

(pp) "**US Parent Stock**" means the common stock in the capital of US Parent;

(qq) "**US Parent Successor**" has the meaning ascribed thereto in Section 10.1;

(rr) "**US Parent Trust Stock**" means the Special Voting Preferred Stock of US Parent issued by US Parent to the Trust;

(ss) "**Voting Rights**" means the voting rights attached to the US Parent Trust Stock; and

(tt) "**Withholding Obligation**" has the meaning ascribed thereto in Section 4.13(1).

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs 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. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number, Gender, etc.

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.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any person 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 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of the United States and "$" refers to United States dollars.

1.6 Statutes

Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

1.7 Exhibits

The following are the Exhibits attached to and incorporated in this Agreement by reference and deemed to be a part of this Agreement:

Exhibit A — Exchangeable Share Provisions

ARTICLE 2
TRUST

2.1 Establishment of Trust

This Agreement creates the Trust for the benefit of the Exchangeable Shareholders as provided for in this Agreement. US Parent, as settlor of the Trust, hereby establishes and creates the Trust pursuant to the terms and conditions of this Agreement, and hereby appoints the Trustee to act as trustee of the Trust. The delivery by US Parent to the Trustee of $100.00 for the purpose of settling the Trust is hereby acknowledged by the Trustee. Once delivered by US Parent to the Trustee in accordance with Section 3.1, the Trustee

will hold the US Parent Trust Stock to enable the Trustee to exercise the Voting Rights for and on behalf of, and for the use and benefit of, the Exchangeable Shareholders in accordance with the provisions of this Agreement.

ARTICLE 3
EXERCISE OF VOTING RIGHTS

3.1 Delivery of US Parent Trust Stock

The US Parent shall deliver to the Trustee, within three (3) Business Days after US Parent obtains approval of the Parent Stockholder Matters (as defined in the Definitive Agreement), the US Parent Trust Stock. For the avoidance of doubt, none of the Voting Rights or other obligations set forth in this Article 3 shall be effective until US Parent delivers to the Trustee the US Parent Trust Stock pursuant to this Section 3.1.

3.2 Voting Rights

The Trustee, on behalf of the Trust as the holder of record of the US Parent Trust Stock, shall be entitled to exercise all of the Voting Rights, including the right to consent to or vote in person or by proxy the US Parent Trust Stock, on any matter, question, proposal or proposition whatsoever that may properly come before the stockholders of US Parent at a US Parent Meeting or in connection with a US Parent Consent. The Voting Rights shall be and remain vested in and exercisable by the Trustee on behalf of the Exchangeable Shareholders as provided in this Agreement. Subject to Section 6.15:

(a) the Trustee shall exercise the Voting Rights for the Underlying Exchangeable US Parent Stock only on the basis of instructions received pursuant to this Article 3 from the Exchangeable Shareholders on the record date established by US Parent or by applicable law for such US Parent Meeting or US Parent Consent who are entitled to instruct the Trustee as to the voting thereof;

(b) to the extent that no instructions are received from an Exchangeable Shareholder with respect to the Voting Rights for the Underlying Exchangeable US Parent Stock in respect of which such Exchangeable Shareholder is entitled to instruct the Trustee, the Trustee shall not exercise or permit the exercise of such Voting Rights; and

(c) without prejudice to paragraph (b) above, under no circumstances shall the Trustee exercise or permit the exercise of a number of Voting Rights which is greater than the voting rights attached to the US Parent Trust Stock outstanding at the relevant time.

3.3 Number of Votes

With respect to all meetings of stockholders of US Parent at which holders of US Parent Stock are entitled to vote (each, a "**US Parent Meeting**") and with respect to all written consents, if any, sought by US Parent from holders of US Parent Stock (each, a "**US Parent Consent**"), each Exchangeable Shareholder shall be entitled to instruct the Trustee, to cast and exercise, in the manner instructed, that number of votes equal to the quotient of:

(a) the number of Exchangeable Shares owned of record by such Exchangeable Shareholder, at the close of business on the record date established by US Parent or by applicable law for such US Parent Meeting or US Parent Consent, as the case may be, divided by

(b) the aggregate number of Exchangeable Shares then outstanding (other than Exchangeable Shares held by US Parent and its affiliates), rounded down to the nearest whole vote,

multiplied by the number of votes held by the Trustee in respect of US Parent Trust Stock

(collectively, the "**Exchangeable Shareholder Votes**"), in respect of each matter, question, proposal or proposition to be voted on at such US Parent Meeting or consented to in connection with such US Parent Consent.

3.4 Mailings to Stockholders

(1) With respect to each US Parent Meeting or US Parent Consent, the Trustee will (or US Parent will on the request of the Trustee) mail or cause to be mailed or delivered via electronic transmission in a manner contemplated by Section 232 of the Delaware General Corporation Law (or otherwise communicate in the same manner as US Parent utilizes in communications to holders of US Parent Stock, including without limitation and if applicable, in accordance with the notice and access rules promulgated by the U.S. Securities and Exchange Commission ("**SEC**"), subject to applicable regulatory requirements and to the Trustee being advised in writing of such manner of communications and provided that such manner of communications is reasonably available to the Trustee) to the Trustee and each Exchangeable Shareholder named in the applicable Exchangeable Share List on the same day as the mailing (or other communication) with respect thereto is commenced by US Parent to its stockholders:

(a) a copy of such mailing or other notice, together with any related materials, including, without limitation, any proxy statement or notice of internet availability of proxy materials, to be provided to stockholders of US Parent;

(b) a statement that such Exchangeable Shareholder is entitled to instruct the Trustee as to the exercise of the Exchangeable Shareholder Votes, with respect to such US Parent Meeting or US Parent Consent or, pursuant to Section 3.8, to attend such US Parent Meeting and to exercise personally the Exchangeable Shareholder Votes thereat;

(c) a statement as to the manner in which such instructions may be given to the Trustee, including an express indication that instructions may be given to the Trustee to give (A) a proxy to such Exchangeable Shareholder, or his, her or its designee to exercise personally such holder's Exchangeable Shareholder Votes, or (B) a proxy to a designated agent or other representative of US Parent to exercise such holder's Exchangeable Shareholder Votes;

(d) a statement that if no such instructions are received from such Exchangeable Shareholder, the Exchangeable Shareholder Votes to which the Exchangeable Shareholder is entitled will not be exercised;

(e) a form of direction such Exchangeable Shareholder may use to direct and instruct the Trustee as contemplated herein;

(f) a statement of (A) the time and date by which such instructions must be received by the Trustee in order for such instructions to be binding upon the Trustee, which in the case of a US Parent Meeting shall not be earlier than the close of business on the Business Day immediately prior to the date by which US Parent has required proxies to be deposited for such meeting, and (B) of the method for revoking or amending such instructions; and

(g) if US Parent utilizes communications with its stockholders in accordance with the notice and access rules promulgated by the SEC, instructions regarding how an Exchangeable Shareholder may request a paper or e-mail copy of the proxy materials at no charge from the US Parent, including the date by which they should make the request to facilitate timely delivery, and an indication that they will not otherwise receive a paper or e-mail copy and a toll-free telephone number, an e-mail address, and an Internet Web site where the Exchangeable Shareholder, as applicable, can request a copy of the proxy statement, annual report to security holders, and form of proxy.

(2) The materials referred to in this Section 3.4 shall be provided to the Trustee by US Parent, and the materials referred to in Sections 3.4(1)(b), 3.4(1)(c), 3.4(1)(d), 3.4(1)(e) and 3.4(1)(f) shall (if reasonably practicable to do so) be subject to reasonable comment by the Trustee in a timely manner. Subject to the foregoing, US Parent shall ensure that the materials to be provided to the Trustee are provided in sufficient time to permit the Trustee to comment as aforesaid and for the Trustee (or US Parent on the request of the Trustee) to send all materials to each Exchangeable Shareholder at the same time as such materials are first sent to holders of US Parent Stock. US Parent agrees not to communicate with holders of US Parent Stock with respect to the materials referred to in this Section 3.4 otherwise than by mail unless such method of communication is also reasonably available to the Trustee for communication with the Exchangeable Shareholders. Notwithstanding the foregoing, US Parent may, at its option, exercise the duties of the Trustee to deliver copies of all materials to all Exchangeable Shareholders as required by this Section 3.4 so long as, in each case, US Parent delivers a certificate to the Trustee stating that US Parent has undertaken to perform the obligations of the Trustee set forth in this Section 3.4.

(3) For the purpose of determining the number of Exchangeable Shareholder Votes to which an Exchangeable Shareholder is entitled in respect of any US Parent Meeting or US Parent Consent, the number of Exchangeable Shares owned of record by the Exchangeable Shareholder shall be determined at the close of business on the record date established by US Parent or by applicable law for purposes of determining stockholders entitled to vote at such US Parent Meeting or in respect of such US Parent Consent, which number of Exchangeable Shareholder Votes shall be as set forth in the Exchangeable Shareholder List. US Parent shall notify the Trustee of any decision of the board of directors of US Parent with respect to the calling of any US Parent Meeting or any US Parent Consent and shall provide all necessary information, including a certificate executed by a duly authorized officer of US Parent confirming the applicable number of votes attributable to each outstanding Exchangeable Share and as of the applicable record date, and materials to the Trustee in each case promptly and, in any event, in sufficient time to enable the Trustee to perform the obligations of the Trustee set forth in this Section 3.4.

3.5 Copies of Stockholder Information

US Parent shall deliver to the Trustee copies of all proxy materials (including, without limitation, notices of US Parent Meetings but excluding proxies to vote US Parent Stock), proxy statements, reports (including, without limitation, all interim and annual financial statements) and other written communications that, in each case, are required to be distributed by US Parent from time to time to holders of US Parent Stock in sufficient quantities and in sufficient time so as to enable the Trustee to send or cause to send those materials to each Exchangeable Shareholder at the same time as such materials are first sent to holders of US Parent Stock. The Trustee shall mail or otherwise send to each Exchangeable Shareholder, at the expense of US Parent, copies of all such materials (and all materials specifically directed to the Exchangeable Shareholders or to the Trustee for the benefit of the Exchangeable Shareholders by US Parent) received by the Trustee from US Parent contemporaneously with the sending of such materials to holders of US Parent Stock. The Trustee shall also make available for inspection, on an appointment basis, during regular business hours by any Exchangeable Shareholder, all proxy materials, information statements, reports and other written communications that are:

(a) received by the Trustee on behalf of the Trust as the registered holder of the US Parent Trust Stock and made available by US Parent generally to the holders of US Parent Stock; or

(b) specifically directed to the Exchangeable Shareholders or to the Trustee for the benefit of the Exchangeable Shareholders by US Parent.

Notwithstanding the foregoing, US Parent may, at its option, exercise the duties of the Trustee to deliver copies of all such materials to all Exchangeable Shareholders as required by this Section 3.5 so long as, in each case, US Parent delivers a certificate to the Trustee stating that US Parent has undertaken to perform the obligations of the Trustee set forth in this Section 3.5.

3.6 Other Materials

As soon as reasonably practicable after receipt by US Parent or stockholders of US Parent (if such receipt is known by US Parent) of any material sent or given by or on behalf of a third party to holders of US Parent Stock generally, including proxy statements with respect to contested proposals (and related information and material) and tender offers and exchange offers (and related information and material), provided such material has not been sent to the Exchangeable Shareholders by or on behalf of such third party, US Parent shall use its reasonable efforts to obtain and deliver to the Trustee copies thereof in sufficient quantities so as to enable the Trustee to forward such material (unless the same has been provided directly to all Exchangeable Shareholders by such third party) to each Exchangeable Shareholder soon as possible thereafter. As soon as reasonably practicable after receipt thereof, the Trustee shall mail or otherwise send to each Exchangeable Shareholder, at the expense of US Parent, copies of all such materials received by the Trustee from US Parent. The Trustee shall also make available for inspection, on an appointment basis, during regular business hours by any Exchangeable Shareholder copies of all such materials. Notwithstanding the foregoing, US Parent may, at its option, exercise the duties of the Trustee to deliver copies of all such materials to all Exchangeable Shareholders as required by this Section 3.6 so long as, in each case, US Parent delivers to the Trustee, a certificate to the Trustee stating that US Parent has undertaken to perform the obligations of the Trustee set forth in this Section 3.6 and a copy of all such materials delivered to the Exchangeable Shareholders.

3.7 List of Persons Entitled to Vote

(1) ExchangeCo shall (a) prior to each annual meeting of stockholders of US Parent or other US Parent Meeting or the seeking of any US Parent Consent, and (b) forthwith upon each request made at any time by the Trustee in writing, prepare or cause to be prepared a list (the "**Exchangeable Share List**") of the names and addresses of the Exchangeable Shareholders arranged in alphabetical order and showing the number of Exchangeable Shares (multiplied by the applicable Exchangeable Share Exchange Ratio, and in respect of each Exchangeable Shareholder, rounded down to the nearest whole share) held of record by each such Exchangeable Shareholder, in each case at the close of business on the date specified by the Trustee in such request or, in the case of a Exchangeable Share List prepared in connection with a US Parent Meeting or US Parent Consent, at the close of business on the record date established by US Parent or pursuant to applicable law for determining the holders of US Parent Stock entitled to receive notice of and/or to vote at such US Parent Meeting or to give consent in connection with a US Parent Consent. Each such Exchangeable Share List shall be delivered to the Trustee and US Parent promptly after receipt by ExchangeCo of such request or the record date for such meeting or seeking of consent, as the case may be, and, in any event, within sufficient time as to permit the Trustee to perform its obligations under this Agreement.

(2) US Parent agrees to give ExchangeCo notice (with a copy to the Trustee) of the calling of any US Parent Meeting or the seeking of any US Parent Consent, together with the record date therefor, no later than three (3) Business Days prior to the record date and sufficiently prior to the date of the calling of such meeting or seeking of such consent, so as to enable ExchangeCo to perform its obligations under this Section 3.7.

3.8 Entitlement to Direct Votes

Subject to Section 3.9 and Section 3.12, any Exchangeable Shareholder named in a Exchangeable Share List prepared in connection with any US Parent Meeting or US Parent Consent shall be entitled to (a) instruct the Trustee in the manner described in Sections 3.3 and 3.4 with respect to the exercise of the Exchangeable Shareholder Votes to which

such Exchangeable Shareholder is entitled, (b) attend such meeting and personally exercise thereat (or to exercise with respect to any written consent), as the proxy of the Trustee, the Exchangeable Shareholder Votes to which such Exchangeable Shareholder is entitled, or (c) appoint a third party as the proxy of the Trustee to attend such meeting and exercise thereat the Exchangeable Shareholder Votes to which such Exchangeable Shareholder is entitled except, in each case, to the extent that such Exchangeable Shareholder has transferred the ownership of any Exchangeable Shares in respect of which such Exchangeable Shareholder is entitled to Exchangeable Shareholder Votes after the close of business on the record date for such meeting or seeking of consent.

3.9 Voting by Trustee and Attendance of Trustee Representative at Meeting

(1) In connection with each US Parent Meeting and US Parent Consent, the Trustee shall exercise, either in person or by proxy, in accordance with the instructions received from an Exchangeable Shareholder pursuant to Section 3.3 and in the form required under Section 3.4(1)(e), the Exchangeable Shareholder Votes as to which such Exchangeable Shareholder is entitled, to direct the vote (or any lesser number thereof as may be set forth in the instructions) other than any Exchangeable Shareholder Votes that are the subject of Section 3.9(2); provided, however, that such written instructions are received by the Trustee from the Exchangeable Shareholder prior to the time and date fixed by the Trustee for receipt of such instruction in the notice given by the Trustee to the Exchangeable Shareholder pursuant to Section 3.4.

(2) To the extent so instructed in accordance with the terms of this Agreement, the Trustee shall cause a representative who is empowered by it to sign and deliver, on behalf of the Trust, proxies for Voting Rights enabling an Exchangeable Shareholder to attend a US Parent Meeting. Upon submission by an Exchangeable Shareholder (or its designee) named in the Exchangeable Share List, prepared in connection with the relevant meeting of identification satisfactory to the Trustee's representative, and at the Exchangeable Shareholder's request, such representative shall sign and deliver to such Exchangeable Shareholder (or its designee) a proxy to exercise personally the Exchangeable Shareholder Votes, to which such Exchangeable Shareholder is otherwise entitled hereunder to direct the vote, if such Exchangeable Shareholder either (i) has not previously given the Trustee instructions pursuant to Section 3.4 in respect of such meeting or (ii) submits to such representative written revocation of any such previous instructions. At such meeting, the Exchangeable Shareholder (or its designee) exercising such Exchangeable Shareholder Votes in accordance with such proxy shall have the same rights in respect of such Exchangeable Shareholder Votes as the Trustee to speak at the meeting in favour of any matter, question, proposal or proposition, to vote by way of ballot at the meeting in respect of any matter, question, proposal or proposition, and to vote at such meeting in respect of any matter, question, proposal or proposition.

3.10 Distribution of Written Materials

Any written materials distributed by the Trustee to the Exchangeable Shareholders pursuant to this Agreement shall be sent by mail or delivered via electronic transmission in a manner contemplated by Section 232 of the Delaware General Corporation Law (or otherwise communicated in the same manner as US Parent utilizes in communications to holders of US Parent Stock, including without limitation and if applicable in accordance with the notice and access rules promulgated by the SEC, subject to applicable regulatory requirements and to the Trustee being advised in writing of such manner of communications and provided that such manner of communications is reasonably available to the Trustee) to each Exchangeable Shareholder at its address as shown on the register of holders of Exchangeable Shares maintained by the registrar. In connection with each such distribution, ExchangeCo shall provide or cause to be provided to the Trustee for purposes of communication, on a timely basis and without charge or other expense, a current Exchangeable Share List and upon the request of the Trustee, mailing labels and/or email distribution lists to enable the Trustee to carry out its duties under this Agreement. The obligations of ExchangeCo under this Section 3.10 shall be deemed satisfied to the extent US Parent exercises its option to perform the duties of the Trustee to deliver copies of materials to each Exchangeable Shareholder and provide the required information and materials to US Parent.

3.11 Termination of Exchangeable Shareholder Voting Rights

Except as otherwise provided in the Exchangeable Share Provisions, all of the rights of an Exchangeable Shareholder with respect to the Exchangeable Shareholder Votes exercisable in respect of the Exchangeable Shares held by such Exchangeable Shareholder, including the right to instruct the Trustee as to the voting of or to vote personally such Exchangeable Shareholder Votes, shall lapse and be deemed to be surrendered by the Exchangeable Shareholder to US Parent or CallCo, as the case may be, and such Exchangeable Shareholder Votes and the Voting Rights represented thereby shall cease immediately upon:

(a) the delivery to US Parent or ExchangeCo of the Exchangeable Share Certificates representing such Exchangeable Shares in connection with the exercise by the Exchangeable Shareholder of the Exchange Right;

(b) the occurrence of the automatic exchange of Exchangeable Shares for US Parent Stock, as specified in Article 4 (unless US Parent shall not have delivered the requisite US Parent Stock deliverable in exchange therefor to the Trustee pending delivery to the Exchangeable Shareholders);

(c) the retraction or redemption of such Exchangeable Shares pursuant to the Exchangeable Share Provisions;

(d) the effective date of the liquidation, dissolution or winding-up of ExchangeCo or any other distribution of the assets of ExchangeCo among its stockholders for the purpose of winding up its affairs pursuant to the Exchangeable Share Provisions; or

(e) the purchase of such Exchangeable Shares from the holder thereof by CallCo pursuant to the exercise by CallCo of the Liquidation Call Right, the Redemption Call Right, Retraction Call Right, the Change of Law Call Right or the Retraction Call Right (unless, in any case, CallCo shall not have delivered the requisite consideration deliverable in exchange therefor).

3.12 Disclosure of Interest in Exchangeable Shares

If at any time, US Parent is a reporting issuer of any province of Canada under applicable Canadian securities legislation, the Trustee or ExchangeCo shall be entitled to require any Exchangeable Shareholder or any person whom the Trustee or ExchangeCo, as the case may be, knows or has reasonable cause to believe holds any interest whatsoever in an Exchangeable Share to (a) confirm that fact, or (b) give the Trustee or ExchangeCo such details as to whom has an interest in such Exchangeable Share, in each case as would be required (if the Exchangeable Shares were a class of "equity securities" of ExchangeCo) under Section 5.2 of National Instrument 62-104 *Take-Over Bids and Issuer Bids* or as would be required under the governing documents of US Parent or any laws or regulations, or pursuant to the rules or regulations of any regulatory agency, if and only to the extent that the Exchangeable Shares (as multiplied by the Exchangeable Share Exchange Ratio) were US Parent Stock. If an Exchangeable Shareholder does not provide the information required to be provided by such Exchangeable Shareholder pursuant to this Section 3.12, the board of directors of US Parent may take any action permitted under the certificate of incorporation or by-laws of US Parent or any laws or regulations, or pursuant to the rules or regulations of any regulatory agency, with respect to the Voting Rights relating to the Exchangeable Shares held by such Exchangeable Shareholder as if, and only to the extent that, the Exchangeable Shares (as multiplied by the Exchangeable Share Exchange Ratio) were US Parent Stock.

ARTICLE 4
EXCHANGE AND AUTOMATIC EXCHANGE

4.1 Grant and Ownership of the Exchange Right and Automatic Exchange Right

(1) For the avoidance of doubt, until US Parent obtains the US Parent stockholders approval on the Parent Stockholder Matters (as defined in the Definitive Agreement), no party can take any actions under this Section 4.1.

(2) US Parent hereby grants to the Trustee as Trustee for and on behalf of, and for the use and benefit of, the Exchangeable Shareholders (i) the right (the "**Exchange Right**"), upon the occurrence and during the continuance of an Insolvency Event to require US Parent (provided that US Parent may, in its sole discretion, cause CallCo to purchase in its place and stead to the extent permissible by applicable law) to purchase, from each or any Exchangeable Shareholder all or any part of the Exchangeable Shares held by such Exchangeable Shareholder, all in accordance with the provisions of this Agreement, and (ii) the Automatic Exchange Right. US Parent hereby acknowledges receipt from the Trustee as Trustee for and on behalf of the Exchangeable Shareholders of good and valuable consideration (and the adequacy thereof) for the grant of the Exchange Right and the Automatic Exchange Right by US Parent to the Trustee.

(3) Subject to the terms and conditions of this Agreement, the Trustee shall possess and be vested with full legal ownership of the Exchange Right and the Automatic Exchange Right and shall be entitled to exercise all of the rights and powers of an owner with respect to the Exchange Right and the Automatic Exchange Right, provided that the Trustee shall:

(a) hold the Exchange Right and the Automatic Exchange Right and the legal title thereto as trustee solely for the use and benefit of the Exchangeable Shareholders in accordance with the provisions of this Agreement; and

(b) except as specifically authorized by this Agreement, have no power or authority to exercise or otherwise deal in or with the Exchange Right or the Automatic Exchange Right, and the Trustee shall not exercise any such rights for any purpose other than the purposes for which the Trustee is created pursuant to this Agreement.

4.2 Legended Exchangeable Share Certificate

ExchangeCo shall cause each Exchangeable Share Certificate to bear a legend in substantially in the form set forth below, notifying the Exchangeable Shareholder in respect of the Exchangeable Shares represented by such Exchangeable Share Certificate of (a) his, her or its right to instruct the Trustee with respect to the exercise of the Exchange Right in respect of the Exchangeable Shares held by such Exchangeable Shareholder and (b) the Automatic Exchange Right.

"The holder of the securities represented by this certificate has the right to instruct the Trustee that the holder wishes to exercise the "Exchange Right" pursuant to the Exchange Rights Agreement dated [__], 2025, and the securities represented by this certificate are subject to the "Automatic Exchange Right" pursuant to such Exchange Rights Agreement."

4.3 General Exercise of Exchange Right

The Exchange Right shall be and remain vested in and exercisable by the Trustee. Subject to Section 6.15, the Trustee shall exercise the Exchange Right only on the basis of instructions received pursuant to this Article 4 from Exchangeable Shareholders entitled to instruct the Trustee as to the exercise thereof. To the extent that no instructions are received from any Exchangeable Shareholder with respect to the Exchange Right, the Trustee shall not exercise or permit the exercise of the Exchange Right.

4.4 Purchase Price

The purchase price payable by US Parent or, if US Parent causes CallCo to purchase Exchangeable Shares, by CallCo, for each Exchangeable Share to be purchased by US Parent or CallCo, as the case may be, pursuant to the exercise of the Exchange Right shall be an amount per share equal to the Exchangeable Share Price for such Exchangeable Share on the last Business Day prior to the day of the closing of the purchase and sale of such Exchangeable Share pursuant to such exercise of the Exchange Right, which price may be satisfied only by US Parent or CallCo, as the case may be, delivering or causing the Trustee to deliver (upon a written request and at the US Parent's expense), on behalf of US Parent or CallCo, as the case may be, to the relevant Exchangeable Shareholder, the Exchangeable Share Consideration representing such Exchangeable Share Price. In connection with each exercise of the Exchange Right, US Parent shall or, if US Parent causes CallCo to purchase Exchangeable Shares, US Parent shall cause CallCo to, provide to the Trustee an Officer's Certificate setting forth the calculation of the Exchangeable Share Price for each Exchangeable Share.

4.5 Exercise Instructions

(1) Subject to the terms and conditions set forth herein, an Exchangeable Shareholder shall be entitled upon the occurrence and during the continuance of an Insolvency Event, to instruct the Trustee to exercise the Exchange Right with respect to all or any part of the Exchangeable Shares registered in the name of such Exchangeable Shareholder. In order to cause the Trustee to exercise the Exchange Right with respect to all or any part of the Exchangeable Shares registered in the name of an Exchangeable Shareholder, such Exchangeable Shareholder shall:

(a) deliver to the Trustee, US Parent and ExchangeCo:

(i) a duly completed Notice of Exercise (the "**Exchange Right Request**"), stating (w) that the Exchangeable Shareholder thereby instructs the Trustee to exercise the Exchange Right so as to require US Parent to purchase or cause CallCo to purchase from the Exchangeable Shareholder the number of Exchangeable Shares specified therein (the "**Shares to be Exchanged**"), (x) that such Exchangeable Shareholder has good title to and owns all such Shares to be Exchanged to be acquired by US Parent or CallCo free and clear of all liens, claims, security interests and encumbrances, (y) the names in which the US Parent Stock issuable in connection with the exercise of the Exchange Right are to be issued, and (z) the names and addresses of the persons to whom such new certificates or book-entry evidence should be delivered; and

(ii) payment (or evidence satisfactory to US Parent, ExchangeCo and the Trustee of payment) of the taxes (if any) payable as contemplated by Section 4.8 of this Agreement; and

(b) if the Exchangeable Shareholder holds the Exchangeable Share Certificates for any of the Shares to be Exchanged, the holder shall deliver to ExchangeCo:

(i) in person or by certified or registered mail, at its Transfer Office or at such other place as ExchangeCo may from time to time designate by written notice to the Exchangeable Shareholders, all such Exchangeable Share Certificates,

(ii) a power of attorney duly endorsed in blank for transfer; and

(iii) such other documents and instruments as may be required to effect a transfer of such Shares to be Exchanged under the *Business Corporations Act* (British Columbia), the articles of ExchangeCo and such additional documents and instruments as US Parent, ExchangeCo or the Trustee may reasonably require.

(2) If only a part of the Exchangeable Shares represented by any Exchangeable Share Certificates delivered to ExchangeCo are Shares to be Exchanged, a new Exchangeable Share Certificate for the balance of such Exchangeable Shares shall be issued to the Exchangeable Shareholder, at the expense of ExchangeCo. To the extent that the certificate is delivered to US Parent, the Exchangeable Shareholder will, upon the request of US Parent, deliver to US Parent a new power of attorney duly endorsed in blank for transfer of the Exchangeable Shares represented by the new certificate.

4.6 Delivery of US Parent Stock; Effect of Exercise

Promptly after the receipt by ExchangeCo of the Exchangeable Share Certificates representing the Shares to be Exchanged, the Exchange Right Request and such other documents and instruments specified by Section 4.5, ExchangeCo shall notify US Parent, the Trustee and CallCo of its receipt of the same, and upon receipt by the Trustee of such notice, the Trustee will be deemed to exercise the Exchange Right on behalf of such Exchangeable Shareholder in respect of such Exchangeable Shares, and US Parent shall, or shall cause CallCo to, deliver or cause to be delivered to the Exchangeable Shareholders (or to such other persons, if any, properly designated by the Exchangeable Shareholder in the Exchange Right Request), the Exchangeable Share Consideration deliverable in connection with the exercise of the Exchange Right, provided, however, that no such delivery of Exchangeable Share Consideration shall be made unless and until the Exchangeable Shareholder requesting the same shall have paid (or provided evidence satisfactory to US Parent, CallCo, ExchangeCo and the Trustee of the payment of) the taxes (if any) payable as contemplated by Section 4.8 of this Agreement. Immediately upon the delivery by US Parent or CallCo, the closing of the transaction of purchase and sale contemplated by the Exchange Right shall be deemed to have occurred, and the Exchangeable Shareholder in respect of such Exchangeable Shares shall be deemed to have transferred to US Parent or CallCo, as the case may be, all of such Exchangeable Shareholder's right, title and interest in and to such Exchangeable Shares and shall cease to be a holder of such Exchangeable Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive the total Exchangeable Share Consideration in respect of such Exchangeable Shares, unless such Exchangeable Share Consideration is not delivered by US Parent or CallCo, as the case may be, to such Exchangeable Shareholder (or to such other person, if any, properly designated by such Exchangeable Shareholder) within five Business Days of the date of the receipt of the Exchange Right Request by US Parent in which case the rights of the Exchangeable Shareholder shall remain unaffected until such Exchangeable Share Consideration is so delivered.

4.7 Exercise of Exchange Right Subsequent to Retraction

In the event that an Exchangeable Shareholder has exercised its retraction right under the Exchangeable Share Provisions to require ExchangeCo to redeem any or all of the Exchangeable Shares held by an Exchangeable Shareholder (the "**Retracted Shares**") and is notified by ExchangeCo pursuant to the Exchangeable Share Provisions that ExchangeCo will not be permitted as a result of solvency requirements of applicable law to redeem all such Retracted Shares, subject to receipt by the Trustee of written notice to that effect from ExchangeCo, and provided that CallCo has not exercised its Retraction Call Right with respect to the Retracted Shares and that the Exchangeable Shareholder shall not have revoked the Retraction Request delivered by the Exchangeable Shareholder to ExchangeCo pursuant to the Exchangeable Share Provisions, the Retraction Request will constitute and will be deemed to constitute notice from the Exchangeable Shareholder to the Trustee instructing the Trustee to exercise the Exchange Right with respect to those Retracted Shares that ExchangeCo is unable to redeem. In any such event, ExchangeCo hereby agrees with the Trustee, and in favour of the Exchangeable Shareholder, to promptly notify the Trustee and the Exchangeable Shareholder of such prohibition against ExchangeCo and to forward or cause to be forwarded to the Trustee all relevant materials delivered by the Exchangeable Shareholder to ExchangeCo or to the Transfer Office in connection with such proposed redemption of the Retracted Shares and the Trustee will thereupon exercise the Exchange Right with respect to the Retracted Shares that ExchangeCo is not permitted to redeem and will require US Parent or, at the option of US Parent, US Parent shall cause CallCo, to purchase such shares in accordance with the provisions of this Article 4.

4.8 Stamp or Other Transfer Taxes

Upon any sale or transfer of Exchangeable Shares to US Parent or CallCo pursuant to the exercise of the Exchange Right or the Automatic Exchange Right, the share certificate or certificates or book-entry evidence representing the US Parent Stock to be delivered in connection with the payment of the purchase price therefor shall be issued in the name of the Exchangeable Shareholder in respect of the Exchangeable Shares so sold or transferred or in such names as such Exchangeable Shareholder may otherwise direct in writing without charge to the holder of the Exchangeable Shares so sold or transferred; provided, however, that such Exchangeable Shareholder (a) shall pay (and none of US Parent, CallCo, ExchangeCo or the Trustee shall be required to pay) any documentary, stamp, transfer or other taxes or duties that may be payable in respect of any sale or transfer involved in the issuance or delivery of such shares to a person other than such Exchangeable Shareholder including, without limitation, in the event that Exchangeable Shares are being delivered, sold or transferred in the name of a clearing service or depositary or a nominee thereof, or (b) shall have evidenced to the satisfaction of US Parent, CallCo, ExchangeCo and the Trustee that such taxes or duties (if any) have been paid.

4.9 Notice of Insolvency Event

As soon as practicable following the occurrence of an Insolvency Event or any event that with the giving of notice or the passage of time or both would be an Insolvency Event, US Parent and ExchangeCo shall give written notice thereof to the Trustee and the Exchangeable Shareholders. Such notice shall include a statement of the rights of the Exchangeable Shareholder with respect to the Exchange Right. If the Trustee determines that it needs to deliver any additional materials or notice to any Exchangeable Shareholder, the delivery costs for all such notices shall be at the expense of US Parent (such funds to be received in advance).

4.10 U.S. Securities Law Compliance and Listing of US Parent Stock

(1) US Parent covenants and agrees that if the shares of US Parent Common Stock are listed on a national exchange registered under Section 6 of the US Securities Exchange Act of 1934, as amended, it shall use its commercially reasonable efforts to:

(a) as promptly as practicable following the consummation of the transactions contemplated by the Definitive Agreement (the "closing date") (and in any event, on or prior to the date that is the 30th calendar day following such closing date), file with the SEC a registration statement (the "**Resale Registration Statement**") on Form S-3 or, if US Parent is not then eligible to use Form S-3, then such other form as US Parent is then eligible to use, under the Securities Act of 1933, as amended (the "**1933 Act**"), to register the issuance of all shares of US Parent Stock (including all of the shares of US Parent Trust Stock) issued or delivered and/or to be issued or delivered to holders of the Exchangeable Shares (including, for greater certainty, pursuant to the Exchange Right or the Automatic Exchange Right);

(b) cause the Registration Statement to become effective as soon as reasonably practicable; and

(c) cause the Registration Statement (or a successor registration statement) to remain effective at all times that any Exchangeable Shares remain outstanding.

(2) Without limiting the generality of the foregoing, US Parent covenants and agrees that it will, or will cause CallCo to, take all such actions and do all such things as are reasonably necessary or desirable to make such filings and seek such regulatory consents and approvals as are necessary so that the US Parent Stock (including the shares of US Parent Trust Stock) to be issued or delivered to holders of Exchangeable Shares by US Parent or CallCo pursuant to the terms of the Exchangeable Share Provisions, the Support Agreement and this Agreement will be timely registered under the 1933 Act on a Resale Registration Statement pursuant to Section 3.10(1) and will be offered, sold, issued and delivered in compliance with the applicable securities laws in Canada and will use commercially reasonable efforts to ensure that the US Parent Stock will not, be subject to any "hold period" resale restriction under National Instrument 45-102 *Resale of Securities*. Subject to compliance with applicable law, US Parent will in good faith expeditiously take all such actions and do all such things as are reasonably necessary or desirable to cause all US Parent Stock, as well as all US Parent Trust Stock, to be delivered to holders of Exchangeable Shares pursuant to the terms of the Exchangeable Share Provisions, the Support Agreement and this Agreement to be listed, quoted and posted for trading on all stock exchanges and quotation systems on which outstanding US Parent Stock have been listed by US Parent and remain listed and are quoted or posted for trading at such time.

(3) Notwithstanding any other provision of the Exchangeable Share Provisions, or any term of this Agreement or the Support Agreement, no US Parent Stock shall be issued (and US Parent will not be required to issue any US Parent Stock) in connection with any liquidation, dissolution or winding-up of ExchangeCo, or any retraction, redemption or any other exchange, direct or indirect, of Exchangeable Shares, if such issuance of US Parent Stock would not be permitted by applicable laws.

4.11 US Parent Stock

US Parent hereby represents, warrants and covenants that the US Parent Stock (as well as all shares of US Parent Trust Stock) deliverable as described herein are or will be duly authorized and validly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance.

4.12 Automatic Exchange on Liquidation of US Parent

(1) For the avoidance of doubt, until US Parent obtains the US Parent stockholders approval on the Parent Stockholder Matters (as defined in the Definitive Agreement), no party can take any actions under this Section 4.12.

(2) US Parent shall give the Trustee and the Exchangeable Shareholders written notice of each of the following events (each, a "**Liquidation Event**") at the time set forth below:

(a) in the event of any determination by the board of directors of US Parent to institute voluntary liquidation, dissolution or winding-up proceedings with respect to US Parent or to effect any other distribution of assets of US Parent among its stockholders for the purpose of winding up its affairs, at least 30 days prior to the proposed effective date of such liquidation, dissolution, winding-up or other distribution; and

(b) as soon as practicable following the earlier of (A) receipt by US Parent of notice of, and (B) US Parent otherwise becoming aware of any instituted claim, suit, petition or other proceedings with respect to the involuntary liquidation, dissolution or winding-up of US Parent or to effect any other distribution of assets of US Parent among its stockholders for the purpose of winding up its affairs, in each case where US Parent has failed to contest in good faith any such proceeding commenced in respect of US Parent within 30 days of becoming aware thereof.

(3) Such notice shall include a brief description of the automatic exchange of Exchangeable Shares for US Parent Stock provided for in Section 4.12(4) (the "**Automatic Exchange Right**").

(4) In order that the Exchangeable Shareholders will be able to participate on a pro rata basis with the holders of US Parent Stock in the distribution of assets of US Parent in connection with a Liquidation Event, immediately prior to the effective date of a Liquidation Event (the "**Liquidation Event Effective Date**"), each of the then outstanding Exchangeable Shares (other than Exchangeable Shares held by US Parent and its affiliates) shall be automatically exchanged for one share of US Parent Stock multiplied by the applicable Exchangeable Share Exchange Ratio for such Exchangeable Share, rounded down to the nearest whole share and no consideration shall be paid for any such fractional share which is not issued. To effect such automatic exchange, US Parent (or, if US Parent so decides, in its sole discretion and to the extent permitted by applicable law, cause CallCo) shall exchange each such Exchangeable Share outstanding immediately prior to the Liquidation Event Effective Date; and each Exchangeable Shareholder shall transfer each Exchangeable Shares held by it at such time, free and clear of any lien, claim or encumbrance, for an amount per share equal to the Exchangeable Share Price for each such Exchangeable Share held by such Exchangeable Shareholder immediately prior to the Liquidation Event Effective Date, which amount shall be satisfied in full by US Parent delivering to such holder the Exchangeable Share Consideration representing such applicable Exchangeable Share Price.

(5) The closing of the exercise of the Automatic Exchange Right shall be deemed to have occurred at the close of business on the Business Day immediately prior to the Liquidation Event Effective Date, and each Exchangeable Shareholder shall be deemed to have transferred to US Parent or CallCo, as applicable, all of such Exchangeable Shareholder's right, title and interest in and to the Exchangeable Shares held by such Exchangeable Shareholder free and clear of any lien, claim or encumbrance, and the related interest in the Trust Estate, and each such Exchangeable Shareholder shall cease to be a holder of such Exchangeable Shares and US Parent shall or shall cause CallCo to, as applicable, deliver or cause to be delivered to the Exchangeable Shareholder, the Exchangeable Share Consideration deliverable to such Exchangeable Shareholder upon such exercise of the Automatic Exchange Right. Concurrently with each such Exchangeable Shareholder ceasing to be a holder of Exchangeable Shares, such Exchangeable Shareholder shall be considered and deemed for all purposes to be the holder of the US Parent Stock included in the Exchangeable Share Consideration to be delivered to such Exchangeable Shareholder and the Exchangeable Share Certificates held by such Exchangeable Shareholder previously representing the Exchangeable Shares exchanged by the Exchangeable Shareholder with US Parent or CallCo, as applicable, pursuant to the exercise of the Automatic Exchange Right shall thereafter be deemed to represent the US Parent Stock issued to such Exchangeable Shareholder by US Parent pursuant to the exercise of the Automatic Exchange Right.

4.13 Withholding Rights

(1) Notwithstanding anything to the contrary contained in this Agreement, each of US Parent, ExchangeCo, CallCo, the Trustee, their respective agents and any other person that has any withholding obligation with respect to any amount payable, deemed paid or consideration otherwise deliverable under this Agreement (any such person, an "**Other Withholding Agent**") shall be entitled to deduct and withhold or direct US Parent, ExchangeCo, CallCo, the Trustee, their respective agent or any Other Withholding Agent to deduct and withhold on their behalf, from any amount or consideration paid, deemed paid or otherwise deliverable to any person under this Agreement (an "**Affected Person**") such amounts as are required to be deducted or withheld with respect to such payment or deemed payment under the *Income Tax Act* (Canada), the U.S. Internal Revenue Code of 1986, any other applicable laws (including any provision of any federal, provincial, territorial, state, local, foreign or other law relating to taxes), in each case, as amended or succeeded (a "**Withholding Obligation**"). US Parent, ExchangeCo, CallCo, the Trustee, their respective agents or any Other Withholding Agent may act and rely on the advice of counsel with respect to such matters.

(2) To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the Affected Person to whom such amounts would otherwise have been paid or deemed paid, and such deducted or withheld amounts shall be timely remitted to the appropriate Governmental Entity as required by applicable law. Further, upon US Parent, ExchangeCo, CallCo, the Trustee, their respective agents or any Other Withholding Agent, as applicable, making payment of any Withholding Obligation to the appropriate Governmental Entity, such amount paid shall be deemed to be a loan from the party that made payment to the Affected Person, and the Affected Person shall upon the demand of such party promptly repay to such party in cash any or all of the amount of the loan so demanded.

(3) US Parent, ExchangeCo, CallCo, the Trustee, their respective agents and any Other Withholding Agent shall also have the right to:

(a) withhold and sell, or direct US Parent, ExchangeCo, CallCo, the Trustee, their respective agents or any Other Withholding Agent to deduct and withhold and sell on their behalf, on their own account or through a broker (the "**Broker**"), and on behalf of any Affected Person; or

(b) require the Affected Person to irrevocably direct the sale through a Broker and irrevocably direct the Broker to pay the proceeds of such sale to US Parent, ExchangeCo, CallCo, the Trustee, their respective agents or any Other Withholding Agent as appropriate (and, in the absence of such irrevocable direction, the Affected Person shall be deemed to have provided such irrevocable direction);

such number of shares of US Parent Stock delivered or deliverable to such Affected Person pursuant to this Agreement as is necessary to produce sale proceeds (after deducting commissions payable to the Broker and other costs and expenses) sufficient to fund any Withholding Obligations. Any such sale of US Parent Stock shall be affected on a public market and shall occur as soon as practicable. Each of US Parent, ExchangeCo, CallCo, the Trustee, their respective agents, the Broker or any Other Withholding Agent, as applicable, shall act in a commercially reasonable manner in respect of any withholding obligation; however, none of US Parent, ExchangeCo, CallCo, the Trustee, their respective agents, the Broker or any Other Withholding Agent shall have or be deemed to have any fiduciary duty to any Exchangeable Shareholder and shall not be liable for any loss arising out of any sale of such US Parent Stock, including any loss relating to the manner or timing of such sales, the prices at which US Parent Stock are sold or otherwise.

(4) If the Trustee agrees to or is requested to deliver any amount or consideration to any Affected Person, the Trustee shall, before doing so, obtain from US Parent a written confirmation of the Withholding Obligations, if any. The Trustee shall be entitled to rely on US Parent's written confirmation of any such Withholding Obligations and the Trustee shall not be responsible nor liable for the calculation or determination of the same.

4.14 No Fractional Shares

A holder of an Exchangeable Share shall not be entitled to any fraction of a US Parent Stock upon the exercise of the Exchange Right or Automatic Exchange Right hereunder and no certificates or book-entry evidence representing any such fractional interest shall be issued and no consideration shall be paid for any fractional share not issued.

ARTICLE 5
DELIVERY OF US PARENT STOCK

5.1 No Obligations until Approval of Parent Stockholder Matters.

(1) For the avoidance of doubt, until US Parent obtains the US Parent stockholders approval on the Parent Stockholder Matters (as defined in the Definitive Agreement), no party can take any actions under this Article 5.

5.2 Retraction of Exchangeable Shares

(1) In the event that CallCo has exercised its Retraction Call Right under the Exchangeable Share Provisions to purchase any or all of the Exchangeable Shares, CallCo shall concurrently with the delivery of a Retraction Call Notice to the Transfer Agent pursuant to the Exchangeable Share Provisions deliver a copy of such notice to US Parent, together with a written instruction setting forth the number of US Parent Stock required to be delivered by CallCo to the Exchangeable Shareholders in payment of the applicable Retraction Call Right Purchase Price. Upon receipt of such written notice, US Parent shall take all actions and do all such things as reasonably necessary or desirable to enable and permit CallCo, to deliver US Parent Stock to the holders of the Exchangeable Shares in accordance with the Exchangeable Share Provisions.

5.3 Redemption of Exchangeable Shares

(1) In the event that CallCo has exercised its Redemption Call Right under the Exchangeable Share Provisions to purchase any or all of the Exchangeable Shares, CallCo shall concurrently with the delivery of its notification to the Transfer Agent pursuant to the Exchangeable Share Provisions, deliver a copy of such notice to US Parent, together with a written instruction setting forth the number of US Parent Stock required to be delivered by CallCo to the Exchangeable Shareholders in payment of the applicable Redemption Call Purchase Price. Upon receipt of such written notice, US Parent shall take all actions and do all such things as reasonably necessary or desirable to enable and permit CallCo, to deliver US Parent Stock to the holders of the Exchangeable Shares in accordance with the Exchangeable Share Provisions.

5.4 Liquidation of ExchangeCo

(1) In the event that CallCo has exercised its Liquidation Call Right under the Exchangeable Share Provisions to purchase any or all of the Exchangeable Shares, CallCo shall concurrently with the delivery of its notification to the Transfer Agent pursuant to the Exchangeable Share Provisions, deliver a copy of such notice to US Parent, together with a written instruction setting forth the number of US Parent Stock required to be delivered by CallCo to the Exchangeable Shareholders in payment of the applicable Liquidation Call Purchase Price. Upon receipt of such written notice, US Parent shall take all actions and do all such things as reasonably necessary or desirable to enable and permit CallCo, to deliver US Parent Stock to the holders of the Exchangeable Shares in accordance with the Exchangeable Share Provisions.

5.5 Change of Law Call Right

(1) In the event that CallCo has exercised its Change of Law Call Right under the Exchangeable Share Provisions to purchase all but not less than all of the Exchangeable Shares, CallCo shall concurrently with the delivery of its notification to the Transfer Agent pursuant to the Exchangeable Share Provisions, deliver a copy of such notice to US Parent, together with a written instruction setting forth the number of US Parent Stock required to be delivered by CallCo to the Exchangeable Shareholders in payment of the applicable Change of Law Call Purchase Price. Upon receipt of such written notice, US Parent shall take all actions and do all such things as reasonably necessary or desirable to enable and permit CallCo, to deliver US Parent Stock to the holders of the Exchangeable Shares in accordance with the Exchangeable Share Provisions.

ARTICLE 6
CONCERNING THE TRUSTEE

6.1 Powers and Duties of the Trustee

(1) The rights, powers, duties and authorities of the Trustee under this Agreement, in its capacity as Trustee of the Trust, shall include:

(a) the duties and obligations set forth in this Agreement;

(b) voting the Exchangeable Shareholder Votes on the direction and behalf of the Exchangeable Shareholders in accordance with the provisions of this Agreement;

(c) granting proxies and distributing materials to Exchangeable Shareholders as provided in this Agreement;

(d) receiving the grant of the Exchange Right from US Parent, and the Automatic Exchange Right from US Parent, as Trustee for and on behalf of the Exchangeable Shareholders in accordance with the provisions of this Agreement;

(e) exercising the Exchange Right and enforcing the benefit of the Automatic Exchange Right, in each case in accordance with the provisions of this Agreement, and in connection therewith, delivering US Parent Stock to US Parent, in each case in accordance with the provisions of this Agreement;

(f) investing any moneys forming, from time to time, a part of the Trust Estate as provided in this Agreement;

(g) taking action at the direction of an Exchangeable Shareholder or Exchangeable Shareholders to enforce the obligations of US Parent, CallCo and ExchangeCo under this Agreement; and

(h) taking such other actions and doing such other things as are specifically provided in this Agreement to be carried out by the Trustee.

(2) In the exercise of such rights, powers, duties and authorities, the Trustee shall have (and is granted) such incidental and additional rights, powers, duties and authority not in conflict with any of the provisions of this Agreement as the Trustee, acting in good faith and in the reasonable exercise of its discretion, may deem necessary, appropriate or desirable to effect the purpose of the Trustee. Any exercise of such discretionary rights, powers, duties and authorities by the Trustee shall be final, conclusive and binding upon all persons. For greater certainty, the Trustee shall have only those duties as are set out specifically in this Agreement.

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(3) The Trustee, in exercising its rights, powers, duties and authorities hereunder, shall act honestly and in good faith and with a view to the best interests of the Exchangeable Shareholders and shall exercise the care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

(4) The Trustee shall not be bound to give notice or do or take any act, action or proceeding by virtue of the powers conferred on it hereby unless and until it shall be specifically required to do so under the terms hereof; nor shall the Trustee be required to take any notice of, or to do, or to take any act, action or proceeding as a result of any default or breach of any provision hereunder, unless and until notified in writing of such default or breach, which notices shall distinctly specify the default or breach desired to be brought to the attention of the Trustee, and in the absence of such notice the Trustee may for all purposes of this Agreement conclusively assume that no default or breach has been made in the observance or performance of any of the representations, warranties, covenants, agreements or conditions contained herein.

6.2 No Conflict of Interest

The Trustee represents to US Parent, CallCo and ExchangeCo that, to the best of its knowledge, at the date of execution and delivery of this Agreement, there exists no material conflict of interest in the role of the Trustee as a fiduciary hereunder and the role of the Trustee in any other capacity. If the Trustee has a material conflict of interest in the role of the Trustee as a fiduciary hereunder and the role of the Trustee in any other capacity the validity and enforceability of this Agreement shall not be affected in any manner whatsoever by reason only of the existence of such material conflict of interest. If the Trustee contravenes the foregoing provisions of this Section 6.2, any interested party may apply to the Supreme Court of British Columbia for an order that the Trustee be replaced as Trustee hereunder. Notwithstanding the foregoing, if US Parent determines (acting reasonably and in good faith) that there exists a material conflict of interest in the role of the Trustee as a fiduciary hereunder and the role of the Trustee in any other capacity, then at the written request of US Parent (which written request shall set forth the nature of such material conflict of interest), the Trustee shall resign in the manner and with the effect specified in Article 9.

6.3 Dealings with Transfer Agents, Registrars, etc.

(1) Each of US Parent, CallCo and ExchangeCo irrevocably authorizes the Trustee, from time to time, to:

(a) consult, communicate and otherwise deal with the respective registrars and transfer agents, and with any such subsequent registrar or transfer agent, of the Exchangeable Shares and US Parent Stock; and

(b) requisition, from time to time, from any such registrar or transfer agent, any information readily available from the records maintained by it which the Trustee may reasonably require for the discharge of its duties and responsibilities under this Agreement.

(2) Each of US Parent and CallCo irrevocably authorizes its respective registrar and transfer agent to comply with all such requests and covenants that it shall supply the Trustee or its transfer agent, as the case may be, in a timely manner with duly executed share certificates or book-entry evidence for the purpose of completing the exercise from time to time of all rights to acquire US Parent Stock hereunder, deliver US Parent Stock hereunder, under the Exchangeable Share Provisions and under any other security or commitment given to the Exchangeable Shareholders pursuant thereto, in each case pursuant to the provisions hereof or of the Exchangeable Share Provisions or otherwise.

6.4 Books and Records

The Trustee shall keep available for inspection during regular business hours by US Parent, CallCo and ExchangeCo at the Trustee's principal office correct and complete books and records of account relating to the Trustee created by, and Trustee's actions under, this Agreement, including all relevant data relating to mailings and instructions to and from Exchangeable Shareholders and all transactions pursuant to the Exchange Right and the Automatic Exchange Right.

6.5 Income Tax Returns and Reports

The Trustee shall, when directed by US Parent, prepare and file, or cause to be prepared and filed, on behalf of the Trust appropriate Canadian income tax returns and any other returns or reports as may be required by applicable law, by any court, tribunal, government, governmental or regulatory agency or public official, or pursuant to the rules and regulations of any securities exchange or other trading system through which the Exchangeable Shares are traded. In connection therewith, the Trustee may obtain the advice and assistance of such experts or advisors (who may be experts or advisors to US Parent, CallCo and/or ExchangeCo) as the Trustee considers necessary or advisable. If

requested by the Trustee, US Parent shall retain or caused to be retained qualified experts or advisors for the purpose of providing such tax advice or assistance.

6.6 Indemnification Prior to Certain Actions by Trustee

(1) The Trustee shall exercise any or all of the rights, duties, powers or authorities vested in it by this Agreement at the request, order or direction of any Exchangeable Shareholder upon such Exchangeable Shareholder furnishing to the Trustee reasonable funding, security or indemnity against the costs, expenses and liabilities which may be incurred by the Trustee therein or thereby, provided that no Exchangeable Shareholder shall be obligated to furnish to the Trustee any such funding, security or indemnity in connection with the exercise by the Trustee of any of its rights, duties, powers and authorities with respect to the Voting Rights pursuant to Article 3, subject to Section 6.15, and with respect to the Exchange Right and the Automatic Exchange Right pursuant to Article 4.

(2) None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the exercise of any of its rights, powers, duties, or authorities unless funded, given security and indemnified as aforesaid.

6.7 Action of Exchangeable Shareholders

No Exchangeable Shareholder shall have the right to institute any action, suit or proceeding or to exercise any other remedy authorized by this Agreement for the purpose of enforcing any of its rights or for the execution of any trust or power hereunder unless the Exchangeable Shareholder has requested the Trustee to take or institute such action, suit or proceeding and furnished the Trustee with the funding, security or indemnity referred to in Section 6.6 and the Trustee shall have failed to act within a reasonable time thereafter. In such case, but not otherwise, the Exchangeable Shareholder shall be entitled to take proceedings in any court of competent jurisdiction such as the Trustee might have taken; it being understood and intended that no one or more Exchangeable Shareholders shall have any right in any manner whatsoever to affect, disturb or prejudice the rights hereby created by any such action, or to enforce any right hereunder or the Voting Rights, the Exchange Right or the Automatic Exchange Right except subject to the conditions and in the manner herein provided, and that all powers and trusts hereunder shall be exercised and all proceedings at law shall be instituted, had and maintained by the Trustee, except only as herein provided, and in any event for the equal benefit of all Exchangeable Shareholders.

6.8 Reliance Upon Declarations

The Trustee shall not be considered to be in contravention of any of its rights, powers, duties and authorities hereunder if, when required, it acts and relies in good faith upon statutory declarations, certificates, opinions or reports furnished pursuant to the provisions hereof or required by the Trustee to be furnished to it in the exercise of its rights, powers, duties and authorities hereunder if such statutory declarations, certificates, opinions or reports comply with the provisions of Section 6.9, if applicable, and with any other applicable provisions of this Agreement.

6.9 Evidence and Authority to Trustee

(1) US Parent, CallCo and ExchangeCo shall furnish to the Trustee evidence of compliance with the conditions provided for in this Agreement relating to any action or step required or permitted to be taken by US Parent, CallCo or ExchangeCo or the Trustee under this Agreement or as a result of any obligation imposed under this Agreement, including in respect of the Voting Rights, the Exchange Right, the Automatic Exchange Right, the obligations under Article 5, and the taking of any other action to be taken by the Trustee at the request of or on the application of US Parent, CallCo and/or ExchangeCo promptly if and when:

(a) such evidence is required by any other Section of this Agreement to be furnished to the Trustee in accordance with the terms of this Section 6.9; or

(b) the Trustee, in the exercise of its rights, powers, duties and authorities under this Agreement, gives US Parent, CallCo and/or ExchangeCo written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.

(2) Such evidence shall consist of an Officer's Certificate of US Parent, CallCo and/or ExchangeCo or a statutory declaration or a certificate made by persons entitled to sign an Officer's Certificate stating that any such condition has been complied with in accordance with the terms of this Agreement.

(3) Whenever such evidence relates to a matter other than the Voting Rights, the Exchange Right, the Automatic Exchange Right, the obligations under or the taking of any other action to be taken by the Trustee at the request or on the application of US Parent, CallCo and/or ExchangeCo, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, attorney, auditor, accountant, appraiser, valuer or other expert or any other person whose qualifications give authority to a statement made by such person; provided, however, that if such report or opinion is furnished by a director, officer or employee of US Parent, CallCo and/or ExchangeCo it shall be in the form of an Officer's Certificate or a statutory declaration.

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(4) Each statutory declaration, Officer's Certificate, opinion or report furnished to the Trustee as evidence of compliance with a condition provided for in this Agreement shall include a statement by the person giving the evidence:

(a) declaring that such person has read and understands the provisions of this Agreement relating to the condition in question;

(b) describing the nature and scope of the examination or investigation upon which such person based the statutory declaration, certificate, statement or opinion; and

(c) declaring that such person has made such examination or investigation as such person believes is necessary to enable such person to make the statements or give the opinions contained or expressed therein.

6.10 Experts, Advisers and Agents

The Trustee may:

(a) in relation to these presents act and rely on the opinion or advice of or information obtained from any solicitor, attorney, auditor, accountant, appraiser, valuer or other expert, whether retained by the Trustee or by US Parent, CallCo and/or ExchangeCo or any of their Affiliates, or otherwise, and may retain or employ such assistants as may be necessary to the proper discharge of its powers and duties and determination of its rights hereunder and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid;

(b) employ such agents and other assistants as it may reasonably require for the proper determination and discharge of its powers and duties hereunder; and

(c) pay reasonable remuneration for all services performed for it (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all reasonable disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the Trustee.

6.11 Investment of Moneys Held by Trustee

Unless otherwise provided in this Agreement, any moneys held by or on behalf of the Trustee which under the terms of this Agreement may or ought to be invested or which may be on deposit with the Trustee or which may be in the hands of the Trustee may be invested or reinvested in the name or under the control of the Trustee in securities in which, under the laws of the Province of British Columbia, trustees are authorized to invest trust moneys, or as otherwise agreed upon in writing by the Trustee and ExchangeCo, provided that such securities are stated to mature within two years after their purchase by the Trustee and the Trustee shall so invest such money on the written direction of ExchangeCo. Pending the investment of any money as herein provided, such moneys may be deposited in the name of the Trustee in any chartered bank in Canada or, with the consent of ExchangeCo, in the deposit department of the Trustee or any other specified loan or trust company authorized to accept deposits under the laws of Canada or any province thereof at the rate of interest then current on similar deposits. The Trustee shall not be held liable for any losses incurred in the investment of any funds as herein provided and all interest on money held by or on behalf of the Trustee shall be for the account of ExchangeCo and held by the Trustee for the benefit of ExchangeCo.

6.12 Trustee Not Required to Give Security

The Trustee shall not be required to give any bond or security in respect of the execution of the trusts, rights, duties, powers and authorities of this Agreement or otherwise in respect of the premises.

6.13 Trustee Not Bound to Act on Request

Except as in this Agreement otherwise specifically provided, the Trustee shall not be bound to act in accordance with any direction or request of US Parent, CallCo and/or ExchangeCo or of the respective directors thereof until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be empowered to act upon any such copy purporting to be authenticated and believed by the Trustee to be genuine. The Trustee shall have the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist or economic sanction legislation or regulation. Further, should the Trustee, in its sole judgment, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation or regulation or guideline, then it shall have the right to resign on ten days written notice to the other parties to this Agreement, provided that (a) the Trustee's written notice shall describe the circumstances of such non-compliance and (b) if such circumstances are rectified to the Trustee's satisfaction within such ten day period, such resignation shall not be effective.

6.14 Authority to Carry on Business

The Trustee represents to US Parent, CallCo and ExchangeCo that, at the date of execution and delivery by it of this Agreement, it is authorized to carry on the business of a trust company in each of the states of the United States and each of the provinces and territories of Canada but if, notwithstanding the provisions of this Section 6.14, it ceases to be so authorized to carry on business, the validity and enforceability of this Agreement and the Voting Rights, the Exchange Right and the Automatic Exchange Right and the other rights granted in or resulting from the Trustee being a party to this Agreement shall not be affected in any manner whatsoever by reason only of such event but the Trustee shall, within 90 days after ceasing to be authorized to carry on the business of a trust company in any province or territory of Canada, either become so authorized or resign in the manner and with the effect specified in Article 9.

6.15 Conflicting Claims

(1) If conflicting claims or demands are made or asserted with respect to any interest of any Exchangeable Shareholder in any Exchangeable Shares, including any disagreement between the heirs, representatives, successors or assigns succeeding to all or any part of the interest of any Exchangeable Shareholder in any Exchangeable Shares, resulting in conflicting claims or demands being made in connection with such interest, then the Trustee shall be entitled, in its sole discretion, to refuse to recognize or to comply with any such claims or demands. In so refusing, the Trustee may elect not to exercise any Voting Rights, Exchange Right, Automatic Exchange Right or other rights subject to such conflicting claims or demands and, in so doing, the Trustee shall not be or become liable to any person on account of such election or its failure or refusal to comply with any such conflicting claims or demands. The Trustee shall be entitled to continue to refrain from acting and to refuse to act until:

(a) the rights of all adverse claimants with respect to the Voting Rights, Exchange Right, Automatic Exchange Right or other rights subject to such conflicting claims or demands have been adjudicated by a final judgement of a court of competent jurisdiction and all rights of appeal have expired; or

(b) all differences with respect to the Voting Rights, Exchange Right, Automatic Exchange Right or other rights subject to such conflicting claims or demands have been conclusively settled by a valid written agreement binding on all such adverse claimants, and the Trustee shall have been furnished with an executed copy of such agreement certified to be in full force and effect.

(2) If the Trustee elects to recognize any claim or comply with any demand made by any such adverse claimant, it may in its discretion require such claimant to furnish such surety bond or other security satisfactory to the Trustee as it shall deem appropriate to fully indemnify it as between all conflicting claims or demands.

6.16 Acceptance of Trustee

The Trustee hereby accepts the terms of the trust created and provided for, by and in this Agreement and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law in trust for the various persons who shall from time to time be Exchangeable Shareholders, subject to all the terms and conditions herein set forth.

6.17 Third Party Interests

Each party to this Agreement hereby represents to the Trustee that any account to be opened by, or interest to be held by the Trustee in connection with this Agreement, for or to the credit of such party, either (a) is not intended to be used by or on behalf of any third party, or (b) is intended to be used by or on behalf of a third party, in which case such party hereto agrees to complete and execute forthwith a declaration in the Trustee's prescribed form as to the particulars of such third party.

6.18 Privacy

The parties acknowledge that Canadian federal and/or provincial legislation and United States federal and/or state legislation that addresses the protection of individuals' personal information (collectively, "**Privacy Laws**") applies to obligations and activities under this Agreement. Despite any other provision of this Agreement, no party shall take or direct any action that would contravene, or cause the others to contravene, applicable Privacy Laws. The parties shall, prior to transferring or causing to be transferred personal information to the Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Trustee shall use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Trustee agrees (a) to have a designated chief privacy officer,

(b) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry, (c) to use personal information solely for the purposes of providing its services under or ancillary to this Agreement and not to use it for any other purpose except with the consent of or direction from the other parties or the individual involved, (d) not to sell or otherwise improperly disclose personal information to any third party, and (e) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification. The Trustee may transfer personal information to other companies in or outside of United States of America that provide data processing and storage or other support in order to facilitate the services it provides, provided that any such transfer and processing is in compliance with Privacy Laws.

ARTICLE 7
COMPENSATION

7.1 Fees and Expenses of the Trustee

US Parent, CallCo and ExchangeCo jointly and severally agree to pay the Trustee reasonable compensation for all of the services rendered by it under this Agreement and shall reimburse the Trustee for all reasonable expenses (including, but not limited to, taxes (other than taxes based on the net income or capital of the Trustee), fees paid to legal counsel and other experts and advisors and agents and reasonable travel expenses) and disbursements, including the reasonable cost and expense of any suit or litigation of any character and any proceedings before any governmental agency, in each case reasonably incurred by the Trustee in connection with its duties under this Agreement; provided, however, that US Parent, CallCo and ExchangeCo shall have no obligation to reimburse the Trustee for any expenses or disbursements paid, incurred or suffered by the Trustee in any suit or litigation or any such proceedings in which the Trustee is determined to have acted in bad faith or with gross negligence, fraud or willful misconduct.

ARTICLE 8
INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Indemnification of the Trustee

(1) US Parent, CallCo and ExchangeCo jointly and severally agree to indemnify and hold harmless the Trustee and each of its directors, officers, employees and agents appointed and acting in accordance with this Agreement (collectively, the "**Indemnified Parties**") against all claims, losses, damages, reasonable costs, penalties, fines and reasonable expenses (including reasonable and documented expenses of the Trustee's legal counsel) which, without bad faith, gross negligence, fraud or willful misconduct on the part of such Indemnified Party, may be paid, incurred or suffered by the Indemnified Party by reason or as a result of the Trustee's acceptance or administration of the Trustee, its compliance with its duties set forth in this Agreement, or any written or oral instruction delivered to the Trustee by US Parent, CallCo or ExchangeCo pursuant hereto.

(2) The Trustee shall promptly notify US Parent, CallCo and ExchangeCo of a claim or of any action commenced against any Indemnified Parties promptly after the Trustee or any of the Indemnified Parties shall have received written assertion of such a claim or action or have been served with a summons or other first legal process giving information as to the nature and basis of the claim or action; provided, however, that the omission to so notify US Parent, CallCo or ExchangeCo shall not relieve US Parent, CallCo or ExchangeCo of any liability which any of them may have to any Indemnified Party except to the extent that any such delay prejudices the defence of any such claim or action or results in any increase in the liability which US Parent, CallCo or ExchangeCo have under this indemnity. Subject to (ii) below, US Parent, CallCo and ExchangeCo shall be entitled to participate at their own expense in the defence and, if US Parent, CallCo and ExchangeCo so elect at any time after receipt of such notice, either of them may assume the defence of any suit brought to enforce any such claim. The Trustee shall have the right to employ separate counsel in any such suit and participate in the defence thereof, but the fees and expenses of such counsel shall be at the expense of the Trustee unless (i) the employment of such counsel has been authorized by US Parent, CallCo or ExchangeCo and such authorization is not to be unreasonably withheld, or (ii) the named parties to any such suit include both the Trustee and US Parent, CallCo or ExchangeCo and the Trustee shall have been advised by counsel acceptable to US Parent, CallCo and ExchangeCo that there may be one or more legal defences available to the Trustee that are different from or in addition to those available to US Parent, CallCo or ExchangeCo and that, in the judgement of such counsel, would present a conflict of interest were a joint representation to be undertaken (in which case US Parent, CallCo and ExchangeCo shall not have the right to assume the defence of such suit on behalf of the Trustee but shall be liable to pay the reasonable fees and expenses of counsel for the Trustee). This indemnity shall survive the termination of the Trustee and the resignation or removal of the Trustee.

(3) This indemnity shall survive the termination of the Trustee and the resignation or removal of the Trustee.

8.2 Limitation of Liability

(1) The Trustee shall not be held liable for any loss which may occur by reason of depreciation of the value of any part of the Trust Estate or any loss incurred on any investment of funds pursuant to this Agreement, except to the extent that such loss is attributable to the bad faith, gross negligence, fraud or willful misconduct on the part of the Trustee.

(2) Notwithstanding any other provision of this Agreement other than clause (1) above, any liability of the Trustee, shall be limited to an amount of fees paid by parties to the Trustee under this Agreement in the thirty-six (36) months immediately prior to the Trustee receiving the first notice of claim.

(3) Notwithstanding any other provision of this Agreement, the Trustee shall not be liable for any (i) breach by any other party of any applicable securities legislation, and (ii) lost profits, punitive, consequential, special, indirect, incidental, exemplary or aggravated losses or damages of any other person under any circumstances whatsoever, whether such losses or damages are foreseeable or unforeseeable.

(4) This limitation of liability shall survive the termination of the Trustee and the resignation or removal of the Trustee.

8.3 Force Majeure

No party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered or delayed in the performance or observance of any provision contained herein by reason of act of god, riots, terrorism, acts of war, epidemics or pandemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 8.3.

ARTICLE 9
CHANGE OF TRUSTEE

9.1 Resignation

The Trustee, or any Trustee hereafter appointed, may at any time resign by giving written notice of such resignation to US Parent, CallCo and ExchangeCo specifying the date on which it desires to resign, provided that such notice shall not be given less than 30 days before such desired resignation date unless US Parent, CallCo and ExchangeCo

otherwise agree and provided further that such resignation shall not take effect until the date of the appointment of a successor Trustee and the acceptance of such appointment by the successor Trustee. Upon receiving such notice of resignation, US Parent, CallCo and ExchangeCo shall promptly appoint a successor Trustee, which successor Trustee shall be a corporation organized and existing under the laws of the State of Delaware or another state in the United States and authorized to carry on the business of a trust company in one or more states in the United States, by written instrument in duplicate, one copy of which shall be delivered to the resigning Trustee and one copy to the successor Trustee. Failing the appointment and acceptance of a successor Trustee, a successor Trustee may be appointed by order of a court of competent jurisdiction upon application of one or more of the parties to this Agreement. If the retiring Trustee is the party initiating an application for the appointment of a successor Trustee by order of a court of competent jurisdiction, US Parent, CallCo and ExchangeCo shall be jointly and severally liable to reimburse the retiring Trustee for its legal costs and expenses in connection with same.

9.2 Removal

The Trustee, or any Trustee hereafter appointed, may (provided a successor Trustee is appointed) be removed at any time on not less than 30 days' prior notice by written instrument executed by US Parent, CallCo and ExchangeCo, in duplicate, one copy of which shall be delivered to the Trustee so removed and one copy to the successor Trustee, provided that such removal shall not take effect until the date of acceptance of appointment by the successor Trustee.

9.3 Successor Trustee

Any successor Trustee appointed as provided under this Agreement shall execute, acknowledge and deliver to US Parent, CallCo and ExchangeCo and to its predecessor Trustee an instrument accepting such appointment. Thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor under this Agreement, with the like effect as if originally named as Trustee in this Agreement. However, on the written request of US Parent, CallCo and ExchangeCo or of the successor Trustee, the Trustee ceasing to act shall, upon payment of any amounts then due to it pursuant to the provisions of this Agreement, execute and deliver an instrument transferring to such successor Trustee all the rights and powers of the Trustee so ceasing to act. Upon the request of any such successor Trustee, US Parent, CallCo, ExchangeCo and such predecessor Trustee shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Trustee all such rights and powers.

9.4 Notice of Successor Trustee

Upon acceptance of appointment by a successor Trustee as provided herein, US Parent, CallCo and ExchangeCo shall cause to be mailed notice of the succession of such Trustee hereunder to each Exchangeable Shareholder specified in the Exchangeable Shareholder List. If US Parent, CallCo or ExchangeCo shall fail to cause such notice to be mailed within ten days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of US Parent, CallCo and ExchangeCo.

ARTICLE 10
PARENT SUCCESSORS

10.1 Certain Requirements in Respect of Combination, etc.

So long as any Exchangeable Shares not owned by US Parent or its affiliates are outstanding, US Parent shall not enter into any transaction (whether by way of reorganization, consolidation, arrangement, amalgamation, merger, combination, transfer, sale, lease or otherwise) whereby all or substantially all of its undertaking, property and assets would become the property of any other person or, in the case of an amalgamation or merger or combination, of the continuing corporation resulting therefrom, provided that it may do so if:

(a) such other person or continuing corporation (the "**US Parent Successor**") by operation of Law, becomes bound by the terms and provisions of this Agreement or, if not so bound, executes, prior to or contemporaneously with the consummation of such transaction, an agreement supplemental hereto and such other instruments (if any) as are necessary or advisable to evidence the assumption by the US Parent Successor of liability for all moneys payable and property deliverable hereunder and the covenant of such US Parent Successor to pay and deliver or cause to be paid and delivered the same and its agreement to observe and perform all the covenants and obligations of US Parent under this Agreement; and

(b) such transaction shall be upon such terms and conditions as to preserve and not to impair any of the rights, duties, powers and authorities of the other parties hereunder or the holders of the Exchangeable Shares.

10.2 Vesting of Powers in Successor

Whenever the conditions of Section 10.1 have been duly observed and performed, the parties, if required by Section 10.1, shall execute and deliver the supplemental trust agreement provided for in Section 11.5 and thereupon the US Parent Successor and such other person that may then be the issuer of the US Parent Stock shall possess and from time to time may exercise each and every right and power of US Parent under this Agreement in the name of US Parent or otherwise and any act or proceeding by any provision of this Agreement required to be done or performed by the board of directors of US Parent or any officers of US Parent may be done and performed with like force and effect by the directors or officers of such US Parent Successor.

10.3 Wholly-Owned Subsidiaries

Nothing herein shall be construed as preventing (a) the amalgamation or merger of any wholly-owned direct or indirect subsidiary of US Parent (other than ExchangeCo or CallCo) with or into US Parent, (b) the winding-up, liquidation or dissolution of any wholly-owned direct or indirect subsidiary of US Parent (other than ExchangeCo or CallCo), provided that all of the assets of such subsidiary are transferred to US Parent or another wholly-owned direct or indirect subsidiary of US Parent, (c) the conversion of US Parent as contemplated by Section 266 of the Delaware General Corporation Law, as it may be amended from time to time, (d) any other distribution of the assets of any wholly-owned direct or indirect subsidiary of US Parent among the stockholders of such subsidiary for the purpose of winding up its affairs, and (e) any such transactions which are expressly permitted by this Article 10.

10.4 Successor Transactions

Notwithstanding the foregoing provisions of this Article 10, in the event:

(a) in which US Parent merges, combines or amalgamates with, or in which all or substantially all of the then outstanding US Parent Stock are acquired by, one or more other corporations to which US Parent is, immediately before such merger, amalgamation or acquisition, "related" within the meaning of the *Income Tax Act* (Canada) (otherwise than by virtue of a right referred to in paragraph 251(5)(b) thereof);

(b) which does not result in an acceleration of the Redemption Date in accordance with paragraph (ii) of the definition of Redemption Date in the Exchangeable Share Provisions; and

(c) in which all or substantially all of the then outstanding US Parent Stock are converted into or exchanged for shares or rights to receive such shares (the "**Other Shares**") of another corporation (the "**Other Corporation**") that, immediately after such US Parent Control Transaction, owns or controls, directly or indirectly, US Parent;

then all references herein to "US Parent" shall thereafter be and be deemed to be references to "Other Corporation" and all references herein to "US Parent Stock" shall thereafter be and be deemed to be references to "Other Shares" (with appropriate adjustments, if any, as are required to result in a holder of Exchangeable Shares on the exchange, redemption or retraction of such shares pursuant to the Exchangeable Share Provisions immediately subsequent to the US Parent Control Transaction being entitled to receive that number and class of Other Shares equal to the number and class of Other Shares such holder of Exchangeable Shares would have received if the exchange, redemption or retraction of such shares pursuant to the Exchangeable Share Provisions or the exchange of such shares pursuant to this Agreement had occurred immediately prior to the US Parent Control Transaction and the US Parent Control Transaction was completed) but subject to subsequent adjustments to reflect any subsequent changes in the share capital of the issuer of the Other Shares, including without limitation, any subdivision, consolidation or reduction of share capital, without any need to amend the terms and conditions of this Agreement and without any further action required.

ARTICLE 11
AMENDMENTS AND SUPPLEMENTAL TRUST AGREEMENTS

11.1 Amendments, Modifications, etc.

Subject to Section 11.2, 11.4 and 13.1 this Agreement may not be amended or modified except by an agreement in writing executed by US Parent, CallCo, ExchangeCo and the Trustee and approved by the Exchangeable Shareholders in accordance with the Exchangeable Share Provisions.

11.2 Ministerial Amendments

Notwithstanding the provisions of Section 11.1, the parties to this Agreement may in writing, at any time and from time to time, without the approval of the Exchangeable Shareholders, amend or modify this Agreement for the purposes of:

(a) adding to the covenants of any or all parties hereto for the protection of the Exchangeable Shareholders hereunder provided that the board of directors of each of US Parent, CallCo and ExchangeCo shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Exchangeable Shareholders;

(b) evidencing the succession of US Parent Successors and the covenants of and obligations assumed by each such US Parent Successor in accordance with the provisions of Article 10;

(c) making such amendments or modifications not inconsistent with this Agreement as may be necessary or desirable with respect to matters or questions arising hereunder which, in the good faith opinion of the board of directors of each of US Parent, CallCo and ExchangeCo and in the opinion of the Trustee it may be expedient to make, provided that each such board of directors and the Trustee shall be of the good faith opinion, after consultation with counsel, that such amendments or modifications will not be prejudicial to the rights or interests of the Exchangeable Shareholders; or

(d) making such changes or corrections which, on the advice of counsel to US Parent, CallCo, ExchangeCo and the Trustee, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that each such board of directors and the Trustee shall be of the good faith opinion that such changes or corrections will not be prejudicial to the rights or interests of the Exchangeable Shareholders.

11.3 Meeting to Consider Amendments

ExchangeCo, at the request of US Parent, shall call a meeting or meetings of the Exchangeable Shareholders for the purpose of considering any proposed amendment or modification requiring approval of ExchangeCo pursuant hereto. Any such meeting or meetings shall be called and held in accordance with the articles of ExchangeCo, the Exchangeable Share Provisions and all applicable laws.

11.4 Changes in Capital of US Parent and ExchangeCo

Notwithstanding the provisions of Section 11.1, at all times after the occurrence of any event contemplated pursuant to Section 2.6 (*Economic Equivalence*) or 2.8 (*Tender Offers*) of the Support Agreement or otherwise, as a result of which either US Parent Stock or the Exchangeable Shares or both are in any way changed, this Agreement shall forthwith be amended and modified as necessary in order that it shall apply with full force and effect, mutatis mutandis, to all new securities into which US Parent Stock or the Exchangeable Shares or both are so changed and the parties hereto shall execute and deliver a supplemental trust agreement giving effect to and evidencing such necessary amendments and modifications.

11.5 Execution of Supplemental Trustee Agreements

No amendment to or modification or waiver of any of the provisions of this Agreement otherwise permitted hereunder shall be effective unless made in writing and signed by all of the parties hereto. Notwithstanding the provisions of Section 11.1, from time to time US Parent, CallCo and ExchangeCo (in each case, when authorized by a resolution of its board of directors) and the Trustee may, subject to the provisions of these presents, and they shall, when so directed by these presents, execute and deliver by their proper officers, trust agreements or other instruments supplemental hereto, which thereafter shall form part hereof, for any one or more of the following purposes:

(a) evidencing the succession of US Parent Successors and the covenants of and obligations assumed by each such US Parent Successor in accordance with the provisions of Article 10 and the successors of the Trustee or any successor Trustee in accordance with the provisions of Article 9;

(b) making any additions to, deletions from or alterations of the provisions of this Agreement or the Voting Rights, the Exchange Right or the Automatic Exchange Right which, in the opinion of the Trustee relying on the advice of counsel, will not be prejudicial to the interests of the Exchangeable Shareholders or are, in the opinion of counsel to the Trustee, necessary or advisable in order to incorporate, reflect or comply with any legislation the provisions of which apply to US Parent, CallCo, ExchangeCo, the Trustee or this Agreement; and

(c) for any other purposes not inconsistent with the provisions of this Agreement, including without limitation to make or evidence any amendment or modification to this Agreement as contemplated hereby; provided that, in the opinion of the Trustee relying on the advice of counsel, the rights of the Trustee and Exchangeable Shareholders will not be prejudiced thereby.

ARTICLE 12
TERMINATION

12.1 Term

The Trust created by this Agreement shall continue until the earliest to occur of the following events, and upon the occurrence thereof:

(a) no outstanding Exchangeable Shares are held by any Exchangeable Shareholder; and

(b) each of US Parent, CallCo and ExchangeCo elects in writing to terminate the Trust and such termination is approved by the Exchangeable Shareholders in accordance with the Exchangeable Share Provisions.

12.2 Survival of Agreement

This Agreement shall survive any termination of the Trustee and shall continue until there are no Exchangeable Shares outstanding held by an Exchangeable Shareholder; provided, however, that the provisions of Article 7 and Article 8 shall survive any such termination of this Agreement.

ARTICLE 13
GENERAL

13.1 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto 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.

13.2 Enurement

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and, subject to the terms hereof, to the benefit of the Exchangeable Shareholders.

13.3 Notices to Parties

Any notice and other communications required or permitted to be given pursuant to this Agreement shall be sufficiently given if delivered in person or if sent by electronic transmission to the parties at the following addresses:

(a) In the case of US Parent, CallCo or ExchangeCo, at the following address:

Streamex Exchange Corporation
15th Floor, 1111 West Hastings Street,
Vancouver, BC, V6E2J3
Attention: K. Henry McPhie and Morgan Lekstrom
Email Address: henry@streamex.com; morgan@streamex.com

with copies (which shall not constitute notice) to:

Haynes and Boone LLP
30 Rockefeller Plaza
26th Floor
New York, NY 10112

Attention: Rick A. Werner; Simin Sun; Alla Digilova
Email: rick.werner@haynesboone.com; simin.sun@haynesboone.com;

alla.digilova@haynesboone.com

and to:

DuMoulin Black LLP
1111 West Hastings Street
15th Floor
Vancouver, BC V6E 2JC

Attention: Jason Sutherland
Email: jsutherland@dumoulinblack.com

(b) In the case of Trustee, at the following address:

1540873 B.C. LTD.

15th Floor, 1111 West Hastings Street,
Vancouver, BC, V6E2J3
Attention: Morgan Lekstrom

Email Address: morgan@streamex.com

and such notice or other communication shall be deemed to have been given and received (x) if delivered on a Business Day prior to 4:30 p.m. (local time in the place where the notice or other communication is received), on the date of delivery, or (y) otherwise, on the next Business Day. Either party may change its address for notice by giving notice to the other parties in accordance with the foregoing provisions.

13.4 Notice to Exchangeable Shareholders

Any notice, request or other communication to be given to an Exchangeable Shareholder shall be given or sent (in writing or by electronic transmission) to the address of the holder recorded in the securities register of ExchangeCo or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder, in any manner permitted by the articles of ExchangeCo, and shall be deemed received at the time specified by such articles. Accidental failure or omission to give any notice, request or other communication to one or more holders of Exchangeable Shares, or any defect in such notice, shall not invalidate or otherwise alter or affect any action or proceeding to be taken pursuant thereto.

13.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

13.6 Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

13.7 Attornment

Each of US Parent, CallCo, ExchangeCo and the Trustee agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of British Columbia, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the non-exclusive jurisdiction of the said courts in any such action or proceeding, agrees to be bound by any judgement of the said courts and not to seek, and hereby waives, any review of the merits of any such judgement by the courts of any other jurisdiction, and US Parent hereby appoints ExchangeCo at its registered office in the Province of British Columbia as attorney for service of process.

13.8 Communication Methods

The Trustee shall be entitled to treat a facsimile, pdf or e-mail communication or communication by other similar electronic means in a form satisfactory to the Trustee ("**Electronic Methods**") from a person purporting to be (and whom the Trustee, acting reasonably, believes in good faith to be) the authorized representative of a party, as sufficient instructions and authority of the party for the Trustee to act and shall have no duty to verify or confirm that such person is so authorized. The parties hereto acknowledge that they are fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than Electronic Methods.

13.9 Restriction on Obligation to Issue US Parent Stock Until Approval of Parent Stockholder Matters

Notwithstanding any other provision in this Agreement, the Exchangeable Share Provisions, or the Support Agreement, US Parent shall have no obligation to issue US Parent Stock or US Parent Trust Stock until US Parent has obtained approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), other than, prior to US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), in respect of the right of each Exchangeable Shareholder under Section 2.19 of the Exchangeable Share Provisions to exercise its retraction rights under Section 2.6 of the Exchangeable Share Provisions in respect of up to 5.01% of the number of Exchangeable Shares issued to such Exchangeable Shareholder on the Effective Date.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BIOSIG TECHNOLOGIES, INC.

By: _____
Name: Anthony Amato
Title: Chief Executive Officer

BST SUB ULC

By: _____
Name: Anthony Amato
Title: Chief Executive Officer

1540875 B.C. LTD.

By: _____
Name: Anthony Amato
Title: Chief Executive Officer

1540873 B.C. LTD.

By: _____
Name: Morgan Lekstrom
Title: Director

EXHIBIT A

EXCHANGEABLE SHARE PROVISIONS

[See attached]

BST SUB ULC
(THE "COMPANY")

RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS
ATTACHED TO SHARES

ARTICLE 1
RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO COMMON SHARES

The Common Shares shall have attached to them the rights, privileges, restrictions and conditions set forth in this Article 1.

1.1 Voting

The holders of Common Shares are entitled to receive notice of any meeting of the shareholders of the Company and to attend and vote thereat except those meetings where only holders of a specified class or particular series of shares are entitled to vote and each holder thereof shall be entitled to one (1) vote per share in person or by proxy.

1.2 Dividends

Subject to the rights, privileges, restrictions and conditions attaching to any other shares of the Company, the holders of the Common Shares are entitled to receive any dividend declared on the Common Shares and paid by the Company.

1.3 Liquidation

Subject to the rights, privileges, restrictions and conditions attaching to any other shares of the Company, in the event of the liquidation, dissolution, or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of the Common Shares shall be entitled to receive the remaining property and assets of the Company.

ARTICLE 2
RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHED TO EXCHANGEABLE SHARES

The Exchangeable Shares shall have attached to them the rights, privileges, restrictions and conditions set forth in this Article 2.

2.1 Interpretation

(a) Definitions. For the purposes of these Exchangeable Share Provisions:

"**affiliate**" means, with respect to any person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with, such person. For purposes of this definition, the term "**control**" (including the correlative terms "**controlling**", "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

"**Automatic Exchange Right**" has the meaning ascribed thereto in the Exchange Rights Agreement.

"**BCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"**Board of Directors**" means the board of directors of the Company.

"**Broker**" has the meaning ascribed thereto in Section 2.15(c).

"**Business Day**" means a day on which banks are generally open for the transaction of commercial business in Vancouver, British Columbia, but does not in any event include a Saturday or Sunday or statutory holiday in Vancouver, British Columbia.

"**CallCo**" means 1540875 B.C. Ltd.

"**Canadian Resident**" means either (i) a person who, at the relevant time, is a resident of Canada for purposes of the*Income Tax Act* (Canada), or (ii) a partnership that is a "Canadian partnership" for purposes of the *Income Tax Act* (Canada).

"**Change of Law**" means any amendment to the *Income Tax Act* (Canada) and other applicable provincial income Tax Laws that permits Canadian Resident holders of the Exchangeable Shares, who hold the Exchangeable Shares as capital property and deal at arm's length with the US Parent and the Company (all for purposes of the *Income Tax Act* (Canada) and other applicable provincial income Tax Laws), to exchange their Exchangeable Shares for US Parent Stock on a basis that will not require such holders to recognize any income, gain or loss or any actual or deemed dividend in respect of such exchange for purposes of the *Income Tax Act* (Canada) or applicable provincial income Tax Laws.

"**Change of Law Call Date**" has the meaning ascribed thereto in Section 2.9(b).

"**Change of Law Call Purchase Price**" has the meaning ascribed thereto in Section 2.9(a).

"**Change of Law Call Right**" has the meaning ascribed thereto in Section 2.9(a).

"**Common Shares**" means the common shares in the capital of the Company.

"**Current Market Price**" means, in respect of US Parent Stock, on any particular date:

(i) if the shares of US Parent Stock are listed on a Stock Exchange on such date, the average closing price of a share of US Parent Stock on the Stock Exchange during the period of 20 consecutive trading days ending on the third trading day immediately before such date; or

(ii) in any other case, the fair market value of such US Parent Stock on such date, as the context may require, expressed in United States Dollars, determined by the Board of Directors, based upon the advice of such qualified independent financial advisors as the Board of Directors may deem to be appropriate.

"**Definitive Agreement**" means the share purchase agreement to be entered into by US Parent, CallCo, the Company and the Trustee, as trustee of the Trust, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"**Effective Date**" means the date of the first issuance of Exchangeable Shares.

"**Exchange Rights Agreement**" means the exchange rights agreement to be entered into by US Parent, CallCo, the Company and the Trustee, as trustee of the Trust, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"**Exchangeable Share Certificate**" means (i) a share certificate representing Exchangeable Shares, (ii) a notice of uncertificated shares representing a shareholder's right to obtain a share certificate representing Exchangeable Shares, or (iii) a direct registration system advice (or similar document) evidencing the electronic registration of the ownership of Exchangeable Shares, as applicable.

"**Exchangeable Share Consideration**" means, with respect to each Exchangeable Share, for any acquisition of, redemption of or distribution of assets of the Company in respect of such Exchangeable Share, or purchase of such Exchangeable Share pursuant to these Exchangeable Share Provisions or the Support Agreement or the Exchange Rights Agreement, one share of US Parent Stock for each such Exchangeable Share multiplied by the applicable Exchangeable Share Exchange Ratio for such Exchangeable Share on the Business Day immediately preceding the date on which the Exchangeable Share Price in respect of the Exchangeable Share Consideration being delivered is calculated; plus, provided that: (A) the consideration shall be fully paid and satisfied by the delivery of US Parent Stock, such shares to be duly issued, fully paid and nonassessable; (B) such consideration shall be delivered free and clear of any lien, claim, encumbrance, security interest or adverse claim or interest; (C) such consideration shall be paid without interest and less any tax required to be deducted and withheld therefrom; and (D) in the case of the occurrence of a Liquidation Date, Liquidation Event (as defined in the Exchange Rights Agreement), Insolvency Event (as defined in the Exchange Rights Agreement), or US Parent Control Transaction prior to US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), such consideration shall consist of such property such holder would have received had such holder held one share of US Parent Stock for each Exchangeable Share held multiplied by the applicable Exchangeable Share Exchange Ratio or, if such property is not ascertainable in the reasonable opinion of the Board of Directors, cash in an amount equal to the fair market value of such Exchangeable Share, determined by the Board of Directors, based upon the advice of such qualified independent financial advisors as the Board of Directors may deem to be appropriate.

"**Exchangeable Share Exchange Ratio**" means, in respect of each Exchangeable Share at any time, an amount equal to 1.00000, as at the Effective Date, as cumulatively adjusted from time to time thereafter by increasing the Exchangeable Share Exchange Ratio on each date after the Effective Date on which the board of directors of US Parent pays any dividend or other distribution on the US Parent Stock for such Exchangeable Share by an amount, rounded to the nearest five decimal places, equal to:

(i) (A) the amount of such dividend or other distribution (which, in the case of a non-cash dividend, shall equal the fair value as determined by the Board of Directors in good faith and in its sole discretion), expressed on a per applicable US Parent Stock per share basis, multiplied (B) by the Exchangeable Share Exchange Ratio for such Exchangeable Share in effect on the Business Day immediately preceding the record date set for such dividend or other distribution, divided by

(ii) the Current Market Price on the record date set for such dividend or other distribution, and any such adjustment shall be determined by the Board of Directors in good faith and in its sole discretion and any such determination by the Board of Directors shall be conclusive and binding,

provided, that if the approval by US Parent from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement) is not obtained prior to the sixth (6^{th}) month anniversary of the Effective Date, the Exchangeable Share Exchange Ratio shall be adjusted from 1.00000 to 1.25000.

"**Exchangeable Share Price**" means, at any time, for each Exchangeable Share, an amount equal to the Current Market Price of one share of US Parent Stock at such time multiplied by the Exchangeable Share Exchange Ratio on the Business Day immediately preceding the date on which the Exchangeable Share Price is calculated.

"**Exchangeable Share Provisions**" means the rights, privileges, restrictions and conditions set out in this Article 2.

"**Exchangeable Shares**" means the Exchangeable Shares, having the rights, privileges, restrictions and conditions set forth in this Article 2.

"**Governmental Authority**" means any nation or government or any agency, public or regulatory authority, taxing authority, self-regulatory organization (including stock exchanges), instrumentality, department, commission, court, arbitrator (public or private), ministry, tribunal or board of any nation, government or political subdivision or delegated authority thereof, in each case, whether foreign or domestic and whether national, supranational, multinational, federal, provincial, territorial, state, regional, local or municipal.

"**Law**" means applicable statutes, common laws, rules, ordinances, regulations, codes, orders, judgments, injunctions, writs, decrees, governmental guidelines or interpretations having the force of Law or bylaws, in each case, of a Governmental Authority.

"**Liquidation Amount**" has the meaning ascribed thereto in Section 2.5(a).

"**Liquidation Call Purchase Price**" has the meaning ascribed thereto in Section 2.5(b)(i).

"**Liquidation Call Right**" has the meaning ascribed thereto in Section 2.5(b)(i).

"**Liquidation Date**" has the meaning ascribed thereto in Section 2.5(a).

"**Other Withholding Agent**" has the meaning ascribed thereto in Section 2.15(c).

"**person**" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government or any other entity, whether or not having legal status.

"**Redemption Call Purchase Price**" has the meaning ascribed thereto in Section 2.7(b)(i).

"**Redemption Call Right**" has the meaning ascribed thereto in Section 2.7(b)(i).

"**Redemption Date**" means the date for the redemption by the Company of all but not less than all of the outstanding Exchangeable Shares (other than Exchangeable Shares held by US Parent and its affiliates), which date shall be the date established by the Board of Directors following the occurrence of any of the following:

(i) the aggregate number of Exchangeable Shares issued and outstanding (other than Exchangeable Shares held by US Parent and its affiliates) is less than 5% of the aggregate number of Exchangeable Shares issued on the Effective Date (as such number of shares may be adjusted as deemed appropriate by the Board of Directors to give effect to any subdivision, combination or consolidation of, the Exchangeable Shares, any issue or distribution of rights to acquire Exchangeable Shares or securities exchangeable for or convertible into Exchangeable Shares, any issue or distribution of other securities or rights or evidences of indebtedness or assets, or any other capital reorganization or other transaction affecting the Exchangeable Shares), in which case the Board of Directors may accelerate such redemption date to such date as it may determine, upon at least 30 days' prior written notice to the holders of the Exchangeable Shares; and

(ii) a US Parent Control Transaction is proposed, in which case the Board of Directors may accelerate such redemption date to such date as it may determine, upon such number of days prior written notice to the holders of the Exchangeable Shares as the Board of Directors may determine to be reasonably practicable in such circumstances.

"**Redemption Price**" has the meaning ascribed thereto in Section 2.7(a).

"**Retracted Shares**" has the meaning ascribed thereto in Section 2.6(a)(i).

"**Retraction Call Notice**" has the meaning ascribed thereto in Section 2.6(b)(ii).

"**Retraction Call Right**" has the meaning ascribed thereto in Section 2.6(a)(i)(C).

"**Retraction Call Right Purchase Price**" has the meaning ascribed thereto in Section 2.6(b)(i).

"**Retraction Date**" has the meaning ascribed thereto in Section 2.6(a)(i)(B).

"**Retraction Price**" has the meaning ascribed thereto in Section 2.6(a)(i).

"**Retraction Request**" has the meaning ascribed thereto in Section 2.6(a)(i).

"**Stock Exchange**" means the NASDAQ Stock Market, the New York Stock Exchange or any other stock exchange or marketplace on which the shares of US Parent Stock are listed or quoted for trading, and if such stock is listed on more than one stock exchange, the stock exchange on which the greatest volume or trading generally occurs.

"**Support Agreement**" means the support agreement to be entered into by US Parent, CallCo, and the Company, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"**Tax**" means any and all national, supranational, multinational, federal, provincial, territorial, state, regional, local or municipal taxes, including income, branch, profits, capital gains, gross receipts, windfall profits, value added, severance, ad valorem, property, capital, estimated, utility, recapture, net worth, production, sales, use, license, excise, franchise, environmental, transfer, land transfer, withholding or similar, payroll, employment, employer health, government pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/ unemployment insurance or compensation premiums or contributions, disability, documentary, registration, stamp, occupation, premium, alternative or add-on minimum, goods and services, harmonized sales, customs duties or other taxes, levies, premiums, excises, fees, assessments, imposts, duties, and other similar charges of any kind whatsoever imposed, assessed, charged or collected by a Governmental Authority and any installments in respect thereof, including any interest, fines, assessments, reassessments, penalties or additions to tax imposed in connection therewith or with respect thereto, and any interest in respect of such additions or penalties, and whether disputed or not.

"**Tax Law**" means any Law in respect of Taxes.

"**Transfer Agent**" means Securities Transfer Corporation or such other person as may appointed by the Board of Directors from time to time, as the registrar and transfer agent for the Exchangeable Shares, and if no such agent has been appointed means the Company.

"**Trust**" means the trust formed pursuant to the Exchange Rights Agreement.

"**Trustee**" means 1540873 B.C. Ltd., in its capacity as trustee of the Trust.

"**US Parent**" means BioSig Technologies, Inc., a company existing under the Laws of the State of Delaware.

"**US Parent Control Transaction**" shall be deemed to have occurred if any person acquires, directly or indirectly, any outstanding voting security of US Parent solely for cash consideration and, immediately after such acquisition, directly or indirectly owns, or exercises control and direction over, voting securities representing more than 50% of the total voting power of all of the then outstanding voting securities of US Parent.

"**US Parent Stock**" means shares of common stock of US Parent.

"**Withholding Shortfall**" has the meaning ascribed thereto in Section 2.15(c).

(b) Interpretation Not Affected by Headings. The division of these Exchangeable Share Provisions into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to a "Section" followed by a number and/or a letter refer to the specified section of these Exchangeable Share Provisions.

(c) Number and Gender. In these Exchangeable Share Provisions, unless the context otherwise clearly requires, words used herein importing the singular include the plural and vice versa and words imparting any gender shall include all genders.

(d) Date of Any Action. If any date on which any action is required to be taken hereunder by any person is not a Business Day, then such action shall be required to be taken on the next succeeding day which is a Business Day.

(e) Currency. In these Exchangeable Share Provisions, unless stated otherwise, all cash payments provided for herein shall be made in United States dollars, provided however that if the Company is required to make any cash payment or distribution, in respect of an amount provided to the Company, or to match a payment made by, US Parent or CallCo, the Company may make such payment in the same currency as the corresponding payment was made by US Parent or CallCo, as applicable.

2.2 Ranking of Exchangeable Shares.

The Exchangeable Shares shall be entitled to a preference over the Common Shares and any other shares ranking junior to the Exchangeable Shares with respect to the distribution of assets in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs as and to the extent provided in Section 2.5. With respect to the distribution of assets in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, the Exchangeable Shares shall be entitled to such distributions as and to the extent provided in Section 2.5.

2.3 Dividends.

(a) Dividends. The holders of Exchangeable Shares shall not be entitled to any dividends on the Exchangeable Shares.

(b) Economic Equivalence. The Board of Directors shall determine, in good faith and in its sole discretion (with the assistance of such financial or other advisors as the Board of Directors may determine), "economic equivalence" for the purposes of the Exchangeable Share Provisions and each such determination shall be conclusive and binding on the Company and its shareholders. In making each such determination, the following factors shall, without excluding other factors determined by the Board of Directors to be relevant, be considered by the Board of Directors:

(i) each Exchangeable Share is intended to be economically equivalent to one share of US Parent Stock;

(ii) in the case of any stock or share dividend or other distribution payable in US Parent Stock, the number of such shares issued as a result of such stock or share dividend or other distribution in proportion to the number of US Parent Stock previously outstanding;

(iii) in the case of the issuance or distribution of any rights, options or warrants to subscribe for or purchase US Parent Stock or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock, the relationship between the exercise price of each such right, option or warrant, the number of such rights, options or warrants to be issued or distributed in respect of each share of US Parent Stock and the Current Market Price of a share of US Parent Stock, the price volatility of the US Parent Stock and the terms of any such instrument;

(iv) in the case of the issuance or distribution of any other form of property including, without limitation, any shares or securities of US Parent of any class other than US Parent Stock, any rights, options or warrants other than those referred to in Section 2.3(e)(iii), any evidences of indebtedness of US Parent or any assets of US Parent, the relationship between the fair market value (as determined by the Board of Directors in the manner above contemplated) of such property to be issued or distributed with respect to each outstanding share of US Parent Stock and the Current Market Price of such share of US Parent Stock;

(v) in the case of any subdivision, redivision or change of the then outstanding US Parent Stock into a greater number of US Parent Stock or the reduction, combination, consolidation or change of the then outstanding US Parent Stock into a lesser number of US Parent Stock or any amalgamation, merger, arrangement, reorganization or other transaction affecting the US Parent Stock, the effect thereof upon the then outstanding Exchangeable Shares; and

(vi) in all such cases, the general taxation consequences of the relevant event to holders of Exchangeable Shares to the extent that such consequences may differ from the taxation consequences to holders of US Parent Stock as a result of differences between taxation Laws of Canada and the United States (except for any differing consequences arising as a result of differing marginal taxation rates and without regard to the individual circumstances of holders of Exchangeable Shares).

(c) Share Consolidation. In the case of a consolidation of shares of US Parent Stock, the Board of Directors may, in good faith and in its discretion and subject to applicable Law and to obtaining any required regulatory approvals, consolidate each issued and unissued Exchangeable Share on the same basis concurrently with, or as soon as practicable following, the consolidation of the shares of US Parent Stock (and to ensure that the Exchangeable Share Exchange Ratio does not decrease as a result of the consolidation of the shares of US Parent Stock). For greater certainty, subject to applicable Law, no approval of the holders of Exchangeable Shares to an amendment to these Articles shall be required to give effect to such consolidation.

2.4 Certain Restrictions.

So long as Exchangeable Shares are outstanding (other than held by US Parent or its affiliates), the Company shall not at any time without, but may at any time with, the approval of the holders of Exchangeable Shares given as specified in Section 2.12(b):

(a) redeem or purchase or make any capital distribution in respect of any shares ranking junior to Exchangeable Shares with respect to distributions in the event of the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs;

(b) redeem or purchase or make any capital distribution in respect of any other shares of the Company ranking equally with Exchangeable Shares with respect to distributions in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs;

(c) issue any Exchangeable Share, or any other shares ranking equally with, or superior to, Exchangeable Shares, other than, in each case, pursuant to a shareholders rights plan adopted by the Company; provided, however, that the restrictions in this Section 2.4 (c) shall not apply if, in connection with all dividends or other distributions declared and paid on US Parent Stock, the Exchangeable Share Exchange Ratio shall have been adjusted in accordance with these Exchangeable Share Provisions prior to or as at the date of any such event referred to in this Section 2.4(c);

(d) prior to US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement): (i) consummate either (A) any US Parent Control Transaction or (B) any merger or consolidation of US Parent or any of its subsidiaries with or into another entity or any stock sale to, or other business combination in which the stockholders of US Parent immediately before such transaction do not hold at least a majority of the voting power of the capital stock of US Parent or such other entity immediately after such transaction; (ii) enter into any agreement with respect to any of the foregoing that is not expressly conditioned upon US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement); (iii) (A) pay a stock dividend or otherwise make a distribution or distributions on shares of US Parent Stock or any other equity or equity equivalent securities payable in shares of US Parent Stock, (B) subdivide outstanding shares of US Parent Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of US Parent Stock into a smaller number of shares, or (D) issue by reclassification of shares of US Parent Stock any shares of US Parent; or (iv) grant, issue or sell any capital stock or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of US Parent Stock whereby holders of the Exchangeable Shares were not entitled to participate based on their proportionate share (determined as if such holder had exchanged such Exchangeable Shares into US Parent Stock, without regard to any limitation on ownership).

2.5 Liquidation.

(a) Participation Upon Liquidation

(i) Liquidation Amount. Subject to applicable Laws and the due exercise by CallCo of the Liquidation Call Right (which shall itself be subject to the sale and purchase contemplated by the Automatic Exchange Right), in the event of the liquidation, dissolution or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, a holder of Exchangeable Shares shall be entitled to receive from the assets of the Company in respect of each such Exchangeable Share held by such holder on the effective date of such liquidation, dissolution, winding-up or other distribution (the "**Liquidation Date**"), before any distribution of any part of the assets of the Company among the holders of the Common Shares or any other shares ranking junior to such Exchangeable Shares with respect to distributions an amount per share (the "**Liquidation Amount**") equal to the Exchangeable Share Price applicable on the last Business Day prior to the Liquidation Date, which price shall be satisfied in full by the Company delivering or causing to be delivered to such holder the Exchangeable Share Consideration for such Exchangeable Shares representing the Liquidation Amount for each Exchangeable Share held by such holder.

(ii) Payment of Liquidation Amount. In the case of a distribution pursuant to Section 2.5(a), and provided that the sale and purchase contemplated by the Automatic Exchange Right has not occurred and that the Liquidation Call Right has not been exercised by CallCo, on or promptly after the Liquidation Date, the Company shall deliver or cause to be delivered to a holder of Exchangeable Shares the Liquidation Amount for each such Exchangeable Share held by the Holder, upon presentation and surrender of the Exchangeable Share Certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the BCA and these Articles, as applicable, together with such additional documents, instruments and payments as the Transfer Agent or the Company may reasonably require, at the office of the Transfer Agent. Payment of the applicable Liquidation Amount for such Exchangeable Shares shall be made by delivery to each holder, at the address of such holder recorded in the securities register of the Company for the Exchangeable Shares or by holding for pick-up by such holder at the registered office of the Company or at any office of the Transfer Agent as may be specified by the Company by notice to the holders of the Exchangeable Shares, the Exchangeable Share Consideration such holder is entitled to receive pursuant to Section 2.5(a). On and after the Liquidation Date, the holders of the Exchangeable Shares shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof (including, without limitation, any rights under the Exchange Rights Agreement) other than the right to receive, without interest, their proportionate part of the aggregate applicable Liquidation Amount for each Exchangeable Share held by a holder, unless payment of the aggregate Liquidation Amount for such Exchangeable Share shall not be made upon presentation and surrender of Exchangeable Share Certificates and other required documents in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the applicable Liquidation Amount has been paid in the manner so provided. The Company shall have the right at any time after the Liquidation Date to transfer or cause to be issued or transferred to, and deposited in a custodial account with, any chartered bank or trust company the applicable Liquidation Amount in respect of each Exchangeable Share represented by Exchangeable Share Certificates that have not at the Liquidation Date been surrendered by the holders thereof, such Liquidation Amount to be held by such bank or trust company as trustee for and on behalf of, and for the use and benefit of, such holders. Upon such deposit being made, the rights of a holder of Exchangeable Shares as of the date of such deposit shall be limited to receiving its proportionate part of the aggregate applicable Liquidation Amount for each such Exchangeable Share so deposited, without interest, plus any positive adjustment to the Exchangeable Share Exchange Ratio to which such holder is entitled with a record date on or after the date of such deposit and before the date of transfer of such US Parent Stock to such holder against presentation and surrender of the Exchangeable Share Certificates for the Exchangeable Shares held by them in accordance with the foregoing provisions. Upon such payment or deposit of the Liquidation Amount, the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be holders of the US Parent Stock delivered to them or the custodian on their behalf.

(iii) No Right to Participate in Further Distributions. After the Company has satisfied its obligations to pay the holders of the Exchangeable Shares the aggregate Liquidation Amount per Exchangeable Share pursuant to this Section 2.5, such holders shall not be entitled to share in any further distribution of the assets of the Company.

(b) **Liquidation Call Right.** CallCo shall have the following rights and obligations in respect of the Exchangeable Shares:

(i) CallCo shall have the overriding right (the "**Liquidation Call Right**"), in the event of and notwithstanding the proposed liquidation, dissolution or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, pursuant to these Exchangeable Share Provisions, and subject to the purchase and sale contemplated by the Automatic Exchange Right, to purchase from all but not less than all of the holders of the Exchangeable Shares (other than any holder of Exchangeable Shares which is US Parent or any of its affiliates) on the Liquidation Date all but not less than all of the Exchangeable Shares held by each such holder upon payment by CallCo to each such holder of the applicable Exchangeable Share Price for such Exchangeable Shares (payable in the form of the Exchangeable Share Consideration) applicable on the last Business Day prior to the Liquidation Date (the "**Liquidation Call Purchase Price**") in accordance with Section 2.5(b)(iii). In the event of the exercise of the Liquidation Call Right by CallCo each such holder of Exchangeable Shares (other than US Parent and its affiliates) shall be obligated to sell all of the Exchangeable Shares held by the holder to CallCo on the Liquidation Date upon payment by CallCo to such holder of the applicable Liquidation Call Purchase Price for each such Exchangeable Share held by such holder (payable in the form of Exchangeable Share Consideration) for each such share, and the Company shall have no obligation to pay any Liquidation Amount to the holders of such shares so purchased.

(ii) To exercise the Liquidation Call Right, CallCo must notify the Transfer Agent, as agent for the holders of the Exchangeable Shares, the Company and US Parent of its intention to exercise such right (i) in the case of a voluntary liquidation, dissolution or winding-up of the Company or any other voluntary distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, at least fifteen (15) Business Days before the Liquidation Date, or (ii) in the case of an involuntary liquidation, dissolution or winding-up of the Company or any other involuntary distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, at least five (5) Business Days before the Liquidation Date. The Transfer Agent will notify the holders of the Exchangeable Shares and US Parent as to whether or not CallCo has exercised the Liquidation Call Right forthwith after the expiry of the period during which CallCo may exercise the Liquidation Call Right. If CallCo exercises the Liquidation Call Right, then on the Liquidation Date, CallCo will purchase and the holders of the Exchangeable Shares (other than any holder of Exchangeable Shares which is US Parent or any of its affiliates) will sell, all of the Exchangeable Shares held by such holders on such date for a price per share equal to the applicable Liquidation Call Purchase Price for each such Exchangeable Share held by a holder (payable in the form of Exchangeable Share Consideration).

(iii) Subject to Section 2.5(b)(iv), for the purposes of completing the purchase and sale of the Exchangeable Shares pursuant to the exercise of the Liquidation Call Right, CallCo shall deposit or cause to be deposited with the Transfer Agent, on or before the Liquidation Date, the Exchangeable Share Consideration representing the aggregate Liquidation Call Purchase Price for all holders of the Exchangeable Shares (other than US Parent and its affiliates). Provided that such Exchangeable Share Consideration has been so deposited with the Transfer Agent, the holders of the Exchangeable Shares (other than US Parent and its affiliates) shall cease to be holders of the Exchangeable Shares on and after the Liquidation Date and, from and after such date, shall not be entitled to exercise any of the rights of holders in respect thereof (including, without limitation, any rights under the Exchange Rights Agreement) other than the right to receive their proportionate part of the aggregate Liquidation Call Purchase Price for each Exchangeable Share held by such holder, without interest, upon presentation and surrender by the holder, or US Parent on behalf of such holder, of Exchangeable Share Certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Liquidation Date be considered and deemed for all purposes to be the holder of the US Parent Stock which such holder is entitled to receive. Upon surrender to the Transfer Agent of Exchangeable Share Certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the BCA and these Articles, as applicable, and such additional documents, instruments and payments as the Transfer Agent may reasonably require, the holder shall be entitled to receive, in exchange therefor, and the Transfer Agent on behalf of CallCo, shall deliver to such holder the Exchangeable Share Consideration such holder is entitled to receive.

(iv) If CallCo does not notify the Transfer Agent, the Company and US Parent in accordance with Section 2.5(b)(ii) of its intention to exercise the Liquidation Call Right in the manner and timing described above, each holder of Exchangeable Shares will, at the holder's discretion, be entitled to demand (by way of notice given to the Company) that CallCo exercise the Liquidation Call Right in respect of the shares covered by the notice, in which case, CallCo shall be deemed of have exercised the Liquidation Call Right and will be bound thereby.

2.6 Retraction of Exchangeable Shares.

(a) Retraction at Option of Holder

(i) Subject to applicable Laws and the due exercise by CallCo of the Retraction Call Right, a holder of Exchangeable Shares shall be entitled at any time to require the Company to redeem (at the holder's discretion) any or all of the Exchangeable Shares registered in the name of such holder for an amount per share equal to the Exchangeable Share Price for each such Exchangeable Share applicable on the last Business Day prior to the Retraction Date (the "**Retraction Price**"), which price shall be satisfied in full by the Company or CallCo, as applicable, delivering or causing to be delivered to such holder the Exchangeable Share Consideration for each such Exchangeable Share representing the Retraction Price. A holder of Exchangeable Shares must give notice of such request to redeem or purchase by presenting and surrendering to the office of the Transfer Agent the Exchangeable Share Certificates representing the Exchangeable Shares that such holder desires to have the Company redeem or CallCo purchase, as applicable, together with (A) such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the BCA and these Articles, as applicable, together with such additional documents, instruments and payments as the Transfer Agent or the Company may reasonably require, and (B) a duly executed request (the "**Retraction Request**") in the form of the Appendix attached hereto or in such other form as may be acceptable to the Company:

(A) specifying that such holder desires to have all or any number specified therein of the Exchangeable Shares represented by such Exchangeable Share Certificates (the "**Retracted Shares**") redeemed by the Company or purchased by CallCo, as applicable;

(B) stating the Business Day on which the holder desires to have the Company redeem or CallCo purchase the Retracted Shares (the "**Retraction Date**"), provided that the Retraction Date shall not be less than 5 Business Days nor more than 10 Business Days after the date on which the Retraction Request is received by the office of the Transfer Agent (unless otherwise agreed to by such holder and the Transfer Agent, Company, and CallCo) and further provided that, in the event that no such Business Day is specified by the holder in the Retraction Request, the Retraction Date shall be deemed to be the 10th Business Day after the date on which the Retraction Request is received by the office of the Transfer Agent, subject to Section 2.6(a)(v); and

(C) acknowledging the overriding right (the "**Retraction Call Right**") of CallCo to purchase all but not less than all the Retracted Shares directly from the holder and that the Retraction Request shall be deemed to be a revocable offer by the holder to sell the Retracted Shares to CallCo in accordance with the Retraction Call Right on the Retraction Date for the Retraction Call Right Purchase Price and on the other terms and conditions set out in Section 2.6(b).

(ii) In the case of a redemption or purchase of Exchangeable Shares pursuant to this Section 2.6(a), upon receipt by the Transfer Agent in the manner specified in Section 2.6(a)(i) of one or more Exchangeable Share Certificates representing the number of Exchangeable Shares which the holder desires to have the Company redeem or CallCo purchase, together with a duly executed Retraction Request and such additional documents and instruments specified in Section 2.6(a)(i) or that the Company or the Transfer Agent may reasonably require, and provided that (A) the Retraction Request has not been revoked by the holder of such Retracted Shares in the manner specified in Section 2.6(a)(iv), and (B) CallCo has not exercised the Retraction Call Right, the Company shall redeem or CallCo shall purchase, as applicable, the Retracted Shares effective at the close of business on the Retraction Date. On the Retraction Date, the Company or CallCo shall deliver or cause to be delivered to such holder, at the address of the holder recorded in the securities register of the Company for the Exchangeable Shares or at the address specified in the Retraction Request or by holding for pick-up by such holder at the registered office of the Company or at any office of the Transfer Agent as may be specified by the Company by notice to the holders of the Exchangeable Shares, the Exchangeable Share Consideration for each such Retracted Share representing the applicable Retraction Price and such delivery of such Exchangeable Share Consideration by or on behalf of the Company by the Transfer Agent shall be deemed to be payment of and shall satisfy and discharge all liability for the applicable Retraction Price in respect of such Retracted Shares to the extent that the same is represented by such Exchangeable Share Consideration, unless any cheque comprising part of such Exchangeable Share Consideration is not paid on due presentation. If only a part of the Exchangeable Shares represented by any Exchangeable Share Certificate is redeemed or purchased, a new Exchangeable Share Certificate for the balance of such Exchangeable Shares shall be issued to the holder at the expense of the Company. On and after the close of business on the Retraction Date, the holder of the Retracted Shares shall cease to be a holder of such Retracted Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive the aggregate applicable Retraction Price for each Retracted Share held by a holder in respect thereof, unless payment of the aggregate Retraction Price payable to such holder shall not be made upon presentation and surrender of the Exchangeable Share Certificates and other required documents in accordance with the foregoing provisions, in which case the rights of such holder shall remain unaffected until such aggregate Retraction Price has been paid in the manner so provided. On and after the close of business on the Retraction Date, provided that presentation and surrender of the Exchangeable Share Certificates and payment of such aggregate Retraction Price has been made in accordance with the foregoing provisions, the holder of the Retracted Shares so redeemed by the Company shall thereafter be considered and deemed for all purposes to be a holder of the US Parent Stock delivered to such holder.

(iii) Notwithstanding any other provision of this Section 2.6, the Company shall not be obligated to redeem Retracted Shares specified by a holder in a Retraction Request if and to the extent that such redemption or purchase of Retracted Shares, as applicable, would be contrary to solvency requirements or other provisions of applicable Laws. If the Company believes, after due enquiry, that on any Retraction Date it would not be permitted by any of such provisions to redeem the Retracted Shares tendered for redemption on such date, and provided that (A) CallCo has not exercised the Retraction Call Right with respect to such Retracted Shares, and (B) the holder has not required that CallCo purchase such Retracted Shares as contemplated under Section 2.6(a)(i), then the Company shall only be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such provisions and shall notify the holder at least two Business Days prior to the Retraction Date as to the number of Retracted Shares which will not be redeemed by the Company. In any case in which the redemption by the Company of Retracted Shares would be contrary to solvency requirements or other provisions of applicable Laws, the Company shall redeem Retracted Shares in accordance with Section 2.6(a)(ii) on a pro rata basis in proportion to the total number of such Exchangeable Shares tendered for retraction and shall issue to each holder of Retracted Shares a new Exchangeable Share Certificate, at the expense of the Company, representing the Retracted Shares not redeemed by the Company pursuant to Section 2.6(a)(ii). If the Company would otherwise be obligated to redeem Retracted Shares pursuant to Section 2.6(a)(ii) but is not obligated to do so as a result of solvency requirements or other provisions of applicable Laws, the holder of any such Retracted Shares not redeemed by the Company pursuant to Section 2.6(a)(ii) as a result of solvency requirements or other provisions of applicable Laws shall be deemed, by delivery of the Retraction Request, to have instructed the Transfer Agent to require CallCo to purchase such Retracted Shares from such holder on the Retraction Date or as soon as practicable thereafter on payment by CallCo to such holder of the aggregate Retraction Price in respect of such Retracted Shares, all as more specifically provided for in the Exchange Rights Agreement.

(iv) A holder of Retracted Shares may, by notice in writing given by the holder to the Transfer Agent, before the close of business on the Business Day immediately preceding the Retraction Date, withdraw its Retraction Request, in which event such Retraction Request shall be null and void and, for greater certainty, the revocable offer constituted by the Retraction Request to sell the Retracted Shares to CallCo shall be deemed to have been revoked.

(v) Notwithstanding any other provision of this Section 2.6(a), if the US Parent Stock is listed on a Stock Exchange on the Retraction Date, and if the:

(A) exercise of the rights of the holders of the Exchangeable Shares, or any of them, to require the Company to redeem any Exchangeable Shares pursuant to this Section 2.6(a) on any Retraction Date would require listing particulars or any similar document to be issued in order to obtain the approval of the Stock Exchange to the listing and trading (subject to official notice of issuance) of the US Parent Stock that would be required to be delivered to such holders of Exchangeable Shares in connection with the exercise of such rights; and

(B) as a result of (A) above, it would not be practicable (notwithstanding the reasonable endeavours of US Parent) to obtain such approvals in time to enable all or any of such US Parent Stock to be admitted to listing and trading by the Stock Exchange (subject to official notice of issuance) when so delivered; the Retraction Date shall, notwithstanding any other date specified or otherwise deemed to be specified in any relevant Retraction Request, be deemed for all purposes to be the earlier of (i) the second Business Day immediately following the date the approvals referred to in Section 2.6(a)(v)(A) are obtained and (ii) the date which is 30 Business Days after the date on which the relevant Retraction Request is received by the Company, and references in these Exchangeable Share Provisions to such Retraction Date shall be construed accordingly.

(b) Retraction Call Right

(i) In the event that a holder of Exchangeable Shares delivers a Retraction Request pursuant to Section 2.6(a), and subject to the limitations set forth in Section 2.6(a)(ii), the Retraction Call Right will be available to CallCo, notwithstanding the proposed redemption of the Exchangeable Shares by the Company pursuant to Section 2.6(a), to purchase from such holder on the Retraction Date all but not less than all of the Retracted Shares held by such holder on payment by CallCo of an amount per share equal to the Exchangeable Share Price for each such Exchangeable Share held by such holder applicable on the last Business Day prior to the Retraction Date (the "**Retraction Call Right Purchase Price**"), which price shall be satisfied in full by CallCo delivering or causing to be delivered to such holder the Exchangeable Share Consideration representing the Retraction Call Right Purchase Price for each such Exchangeable Share held by such holder. Upon the exercise of the Retraction Call Right in respect of Retracted Shares, the holder of such Retracted Shares shall be obligated to sell all of such Retracted Shares to CallCo on the Retraction Date on payment by CallCo of the aggregate Retraction Call Right Purchase Price in respect of such Retracted Shares as set forth in this Section 2.6(b)(i).

(ii) Upon receipt by the Transfer Agent of a Retraction Request, the Transfer Agent shall immediately notify the Company and CallCo thereof, and shall provide CallCo with a copy of the Retraction Request. In order to exercise its Retraction Call Right, CallCo must notify the Transfer Agent in writing of its determination to do so (a "**Retraction Call Notice**") within three Business Days after the Transfer Agent notifies CallCo of the Retraction Request. If CallCo does not so notify the Transfer Agent within such three Business Day period, then the Transfer Agent shall notify the holder as soon as possible thereafter that CallCo will not exercise the Retraction Call Right. If CallCo delivers a Retraction Call Notice within such three Business Day period and duly exercises its Retraction Call Right in accordance with this Section 2.6(b)(ii), the obligation of the Company to redeem the Retracted Shares shall terminate and, provided that the Retraction Request is not revoked by the holder of such Retracted Shares in the manner specified in Section 2.6(a)(iv), CallCo shall purchase from such holder and such holder shall sell to CallCo on the Retraction Date the Retracted Shares for an amount per share equal to the Retraction Call Right Purchase Price applicable for each such Retracted Share held by the holder. Provided that the aggregate Retraction Call Right Purchase Price has been so deposited with the Transfer Agent as provided in Section 2.6(b)(iii), the closing of the purchase and sale of the Retracted Shares pursuant to the Retraction Call Right shall be deemed to have occurred as at the close of business on the Retraction Date and, for greater certainty, no redemption by the Company of such Retracted Shares shall take place on the Retraction Date.

(iii) For the purpose of completing a purchase of Retracted Shares pursuant to the exercise of the Retraction Call Right, CallCo shall deliver or cause to be delivered to the holder of such Retracted Shares, at the address of the holder recorded in the securities register of the Company for the Exchangeable Shares or at the address specified in the holder's Retraction Request or by holding for pick-up by the holder at the registered office of the Company or at any office of the Transfer Agent as may be specified by the Company by notice to the holders of the Exchangeable Shares, the Exchangeable Share Consideration representing the Retraction Call Right Purchase Price to which such holder is entitled, and such delivery of Exchangeable Share Consideration on behalf of CallCo shall be deemed to be payment of and shall satisfy and discharge all liability for the applicable Retraction Call Right Purchase Price for each such Exchangeable Share held by the holder to the extent that the same is represented by such Exchangeable Share Consideration, unless any cheque comprising part of such Exchangeable Share Consideration is not paid on due presentation.

(iv) If CallCo does not notify the Transfer Agent in accordance with Section 2.6(b)(ii) of its intention to exercise the Retraction Call Right in the manner and timing described therein, each holder of Exchangeable Shares will, at the holder's discretion, be entitled to demand (by way of notice given to the Transfer Agent) that CallCo exercise the Retraction Call Right in respect of the shares covered by the notice.

(v) On and after the close of business on the Retraction Date, the holder of the Retracted Shares shall cease to be a holder of such Retracted Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof (including, without limitation, any rights under the Exchange Rights Agreement), other than the right to receive the aggregate applicable Retraction Call Right Purchase Price for each Retracted Share held by the holder, unless payment of the aggregate Retraction Call Right Purchase Price payable to such holder shall not be made upon presentation and surrender of Exchangeable Share Certificates and other required documents in accordance with the foregoing provisions, in which case the rights of such holder shall remain unaffected until such aggregate Retraction Call Right Purchase Price has been paid in the manner so provided. On and after the close of business on the Retraction Date, provided that presentation and surrender of Exchangeable Share Certificates and payment of such aggregate Retraction Call Right Purchase Price has been made in accordance with the foregoing provisions, the holder of the Retracted Shares so purchased by CallCo shall thereafter be considered and deemed for all purposes to be a holder of the US Parent Stock delivered to such holder.

2.7 Redemption of Exchangeable Shares.

(a) Redemption by the Company

(i) Redemption Amount. Subject to applicable Laws and the due exercise by CallCo of the Redemption Call Right, the Company shall on the Redemption Date redeem all but not less than all of the then outstanding Exchangeable Shares (other than Exchangeable Shares held by US Parent and its affiliates) for an amount per share (the "**Redemption Price**") equal to the Exchangeable Share Price for each such Exchangeable Share on the last Business Day prior to the Redemption Date, which price shall be satisfied in full by the Company delivering or causing to be delivered to each holder of Exchangeable Shares the applicable Exchangeable Share Consideration for each such Exchangeable Share held by such holder.

(ii) Notice of Redemption. In the case of a redemption of Exchangeable Shares pursuant to Section 2.7(a), the Company shall, at least 30 days before the Redemption Date (other than a Redemption Date established in connection with a US Parent Control Transaction), send or cause to be sent to each holder of Exchangeable Shares a notice in writing of the redemption by the Company or the purchase by CallCo under the Redemption Call Right of the Exchangeable Shares held by such holder. In the case of a Redemption Date established in connection with a US Parent Control Transaction, the written notice of the redemption by the Company or the purchase by CallCo of the Exchangeable Shares under the Redemption Call Right will be sent on or before the Redemption Date, on as many days' prior written notice as may be determined by the Board of Directors to be reasonably practicable in the circumstances. In any such case, such notice shall set out the formula for determining the applicable Redemption Price or the applicable Redemption Call Purchase Price, as the case may be, for each Exchangeable Share, the Redemption Date and, if applicable, particulars of the Redemption Call Right. In the case of any notice given in connection with a possible Redemption Date, such notice will be given contingently and will be withdrawn if the contingency does not occur.

(iii) Payment of Redemption Price. On or promptly after the Redemption Date, and provided that the Redemption Call Right has not been exercised by CallCo, the Company shall deliver or cause to be delivered to the holders of the Exchangeable Shares to be redeemed the Redemption Price for each such Exchangeable Share, upon presentation and surrender of the Exchangeable Share Certificate representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the BCA and these Articles, as applicable, together with such additional documents, instruments and payments as the Transfer Agent or the Company may reasonably require, at the office of the Transfer Agent. Payment of the Redemption Price for such Exchangeable Shares shall be made by delivery to each holder, at the address of the holder recorded in the securities register of the Company for the Exchangeable Shares or by holding for pick-up by such holder at the registered office of the Company or at any office of the Transfer Agent as may be specified by the Company by notice to the holders of the Exchangeable Shares, the Exchangeable Share Consideration representing the Redemption Price. On and after the Redemption Date, the holders of the Exchangeable Shares called for redemption shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof (including, without limitation, any rights under the Exchange Rights Agreement) other than the right to receive, without interest, their proportionate part of the aggregate Redemption Price for each Exchangeable Share held by a holder, unless payment of the aggregate Redemption Price for such Exchangeable Shares shall not be made upon presentation and surrender of Exchangeable Share Certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the Redemption Price has been paid in the manner so provided. The Company shall have the right at any time after the sending of notice of its intention to redeem the Exchangeable Shares as provided to deposit or cause to be deposited the aggregate applicable Redemption Price (in the form of Exchangeable Share Consideration) of each such Exchangeable Share so called for redemption, or of such of the said Exchangeable Shares represented by Exchangeable Share Certificates that have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a custodial account with any chartered bank or trust company in Canada named in such notice and any interest earned on such deposit shall belong to the Company. Provided that such aggregate Redemption Price has been so deposited prior to the Redemption Date, on and after the Redemption Date, the Exchangeable Shares in respect of which such deposit shall have been made shall be redeemed and the rights of the holders thereof after the Redemption Date shall be limited to receiving, without interest, their proportionate part of the aggregate Redemption Price for each Exchangeable Share so deposited, against presentation and surrender of the Exchangeable Share Certificates for the Exchangeable Shares held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of the Redemption Price, the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be holders of the US Parent Stock delivered to them or the custodian on their behalf.

(b) **Redemption Call Right**. CallCo shall have the following rights and obligations in respect of the Exchangeable Shares:

(i) Notwithstanding the proposed redemption of the Exchangeable Shares by the Company pursuant to these Exchangeable Share Provisions, CallCo shall have the overriding right (the "**Redemption Call Right**") to purchase from all but not less than all of the holders of the Exchangeable Shares (other than any holder of Exchangeable Shares which is US Parent or any of its affiliates) on the Redemption Date all but not less than all of the Exchangeable Shares held by each such holder upon payment by CallCo to each such holder of the applicable Exchangeable Share Price for each Exchangeable Share held by such holder (payable in the form of the Exchangeable Share Consideration) applicable on the last Business Day prior to the Redemption Date (the "**Redemption Call Purchase Price**") in accordance with Section 2.7(b)(iii). In the event of the exercise of the Redemption Call Right by CallCo, each such holder of Exchangeable Shares (other than US Parent and its affiliates) shall be obligated to sell all of the Exchangeable Shares held by the holder to CallCo on the Redemption Date upon payment by CallCo to such holder of the applicable Redemption Call Purchase Price (payable in the form of Exchangeable Share Consideration) for each such share, and the Company shall have no obligation to redeem, or to pay the redemption price otherwise payable by the Company in respect of the Exchangeable Shares so purchased.

(ii) To exercise the Redemption Call Right, CallCo must notify the Transfer Agent, as agent for the holders of the Exchangeable Shares, the Company and US Parent of its intention to exercise such right (i) in the case of a redemption occurring in connection with a US Parent Control Transaction, on or before the Redemption Date, and (ii) in any other case, at least fifteen (15) Business Days before the Redemption Date. The Transfer Agent will notify the holders of the Exchangeable Shares and US Parent as to whether or not CallCo has exercised the Redemption Call Right forthwith after the expiry of the period during which CallCo may exercise the Redemption Call Right. If CallCo exercises the Redemption Call Right, CallCo will purchase and the holders of the Exchangeable Shares (other than any holder of Exchangeable Shares which is US Parent or any of its affiliates) will sell, on the Redemption Date, all of the Exchangeable Shares held by such holders on such date for a price per share equal to the applicable Redemption Call Purchase Price for each Exchangeable Share held by such holder (payable in the form of Exchangeable Share Consideration).

(iii) Subject to Section 2.7(b)(iv), for the purposes of completing the purchase and sale of the Exchangeable Shares pursuant to the exercise of the Redemption Call Right, CallCo shall deposit or cause to be deposited with the Transfer Agent, on or before the Redemption Date, the Exchangeable Share Consideration representing the aggregate Redemption Call Purchase Price for all holders of the Exchangeable Shares (other than US Parent and its affiliates). Provided that such Exchangeable Share Consideration has been so deposited with the Transfer Agent, the holders of the Exchangeable Shares (other than US Parent and its affiliates) shall cease to be holders of the Exchangeable Shares on and after the Redemption Date and, from and after such date, shall not be entitled to exercise any of the rights of holders in respect thereof (including, without limitation, any rights under the Exchange Rights Agreement) other than the right to receive their proportionate part of the aggregate Redemption Call Purchase Price, without interest, upon presentation and surrender by the holder of Exchangeable Share Certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Redemption Date be considered and deemed for all purposes to be the holder of the US Parent Stock which such holder is entitled to receive. Upon surrender to the Transfer Agent of Exchangeable Share Certificates representing the Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the BCA and these Articles, as applicable, and such additional documents, instruments and payments as the Transfer Agent may reasonably require, the holder shall be entitled to receive, in exchange therefor, and the Transfer Agent on behalf of CallCo shall deliver to such holder the Exchangeable Share Consideration such holder is entitled to receive.

(iv) If CallCo does not notify the Transfer Agent, the Company and US Parent in accordance with Section 2.7(b)(ii) of its intention to exercise the Redemption Call Right in the manner and timing described above, each holder of Exchangeable Shares will, at the holder's discretion, be entitled to demand (by way of notice given to the Company) that CallCo exercise the Redemption Call Right in respect of the shares covered by the notice, in which case, CallCo shall be deemed of have exercised the Redemption Call Right and will be bound thereby.

2.8 Purchase by Private Agreement.

Subject to applicable Laws and the articles of the Company, and notwithstanding Section 2.7(a)(ii), the Company may at any time and from time to time purchase for cancellation all or any part of the Exchangeable Shares by private agreement with the holder thereof.

2.9 Change of Law Call Right.

CallCo shall have the following rights and obligations in respect of the Exchangeable Shares:

(a) CallCo shall have the overriding right (the "**Change of Law Call Right**"), in the event of a Change of Law, to purchase from all but not less than all of the holders of the Exchangeable Shares (other than any holder of Exchangeable Shares which is US Parent or any of its affiliates) on the Change of Law Call Date all but not less than all of the Exchangeable Shares held by each such holder upon payment by CallCo to each such holder of the applicable Exchangeable Share Price for each Exchangeable Share held by such holder (payable in the form of the Exchangeable Share Consideration) applicable on the last Business Day prior to the Change of Law Call Date (the "**Change of Law Call Purchase Price**") in accordance with Section 2.9(b). In the event of the exercise of the Change of Law Call Right by CallCo each such holder of Exchangeable Shares (other than US Parent and its affiliates) shall be obligated to sell all of the Exchangeable Shares held by the holder to CallCo on the Change of Law Call Date upon payment by CallCo to such holder of the Change of Law Call Purchase Price (payable in the form of Exchangeable Share Consideration) for each such share.

(b) To exercise the Change of Law Call Right, CallCo must notify the Transfer Agent, as agent for the holders of the Exchangeable Shares, the Company and US Parent of its intention to exercise such right at least fifteen (15) Business Days before the date (the "**Change of Law Call Date**") on which CallCo shall acquire the Exchangeable Shares pursuant to the exercise of the Change of Law Call Right. The Transfer Agent will notify the holders of the Exchangeable Shares and US Parent as to CallCo exercising the Change of Law Call Right forthwith after receiving notice of such exercise from CallCo. If CallCo exercises the Change of Law Call Right, then on the Change if Law Call Date, CallCo will purchase and the holders of the Exchangeable Shares (other than any holder of Exchangeable Shares which is US Parent or any of its affiliates) will sell, all of the Exchangeable Shares held by such holders on such date for a price per share equal to the Change of Law Call Purchase Price (payable in the form of Exchangeable Share Consideration).

(c) Subject to Section 2.9(d), for the purposes of completing the purchase and sale of the Exchangeable Shares pursuant to the exercise of the Change of Law Call Right, CallCo shall deposit or cause to be deposited with the Transfer Agent, on or before the Change of Law Call Date, the Exchangeable Share Consideration representing the aggregate applicable Change of Law Call Purchase Price for each Exchangeable Share for all holders of Exchangeable Shares (other than US Parent and its affiliates). Provided that such Exchangeable Share Consideration has been so deposited with the Transfer Agent, the holders of the Exchangeable Shares (other than US Parent and its affiliates) shall cease to be holders of the Exchangeable Shares on and after the Change of Law Call Date and, from and after such date, shall not be entitled to exercise any of the rights of holders in respect thereof (including, without limitation, any rights under the Exchange Rights Agreement) other than the right to receive their proportionate part of the aggregate Change of Law Call Purchase Price for each Exchangeable Share held by a holder, unless payment of the aggregate Liquidation Amount for such Exchangeable Shares without interest, upon presentation and surrender by the holder, or US Parent on behalf of such holder, of Exchangeable Share Certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Change of Law Call Date be considered and deemed for all purposes to be the holder of the US Parent Stock which such holder is entitled to receive. Upon surrender to the Transfer Agent of Exchangeable Share Certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the BCA and these Articles, as applicable, and such additional documents, instruments and payments as the Transfer Agent may reasonably require, the holder shall be entitled to receive, in exchange therefor, and the Transfer Agent on behalf of CallCo shall deliver to such holder the Exchangeable Share Consideration such holder is entitled to receive.

(d) If CallCo does not notify the Transfer Agent, the Company and US Parent in accordance with Section 2.9(b) of its intention to exercise the Change of Law Call Right in the manner and timing described above, each holder of Exchangeable Shares will, at the holder's discretion, be entitled to demand (by way of notice given to the Company) that CallCo exercise the Change of Law Call Right in respect of the shares covered by the notice, in which case, CallCo shall be deemed of have exercised the Change of Law Call Right and will be bound thereby.

2.10 Voting Rights.

Except as required by applicable Laws and by Section 2.12, the holders of the Exchangeable Shares shall not be entitled as such to receive notice of or to attend any meeting of the shareholders of the Company or to vote at any such meeting. Without limiting the generality of the foregoing, the holders of the Exchangeable Shares shall not be entitled to class votes except as required by applicable Law.

2.11 Specified Amount.

The "specified amount" for the purposes of subsection 191(4) of the *Income Tax Act* (Canada) in respect of each Exchangeable Share shall be the amount specified by a director or officer of the Company in a resolution that is entered into in connection with the issuance of the Exchangeable Shares of the Company (expressed as a dollar amount).

2.12 Amendment and Approval.

(a) Amendment. The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares may be added to, changed or removed only with the approval of the holders of the Exchangeable Shares given as specified below.

(b) Approval. Subject to applicable Laws, any matter requiring the approval or consent of the holders of the Exchangeable Shares as expressly provided under these Exchangeable Share Provisions shall be deemed to have been sufficiently given if it shall have been given in accordance with applicable Laws, subject to a minimum requirement that such approval be evidenced by resolution passed by not less than two-thirds of the votes cast on such resolution at a meeting of holders of Exchangeable Shares duly called and held at which the holders of at least 10% of the outstanding Exchangeable Shares at that time are present or represented by proxy; provided, however, that if at any such meeting the holders of at least 10% of the outstanding Exchangeable Shares at that time are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than five days thereafter and to such time and place as may be designated by the Chair of such meeting. At such adjourned meeting, the holders of Exchangeable Shares present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than two-thirds of the votes cast on such resolution at such meeting shall constitute the approval or consent of the holders of the Exchangeable Shares.

2.13 Reciprocal Changes in Respect of US Parent Stock.

(a) Acknowledgement in Respect of Issuances or Distributions. The Company and each holder of an Exchangeable Share acknowledges that the Support Agreement provides, in part, that US Parent will not, except as provided in the Support Agreement, without the prior approval of the Company and the prior approval of the holders of the Exchangeable Shares given in accordance with Section 2.12(b):

(i) issue or distribute US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock) to the holders of all or substantially all of the then outstanding US Parent Stock by way of stock or share dividend or other distribution, other than an issue of US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock) to holders of US Parent Stock who exercise an option to receive dividends in US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock) in lieu of receiving cash dividends, or pursuant to any dividend reinvestment plan or scrip dividend or similar arrangement;

(ii) issue or distribute rights, options or warrants to the holders of all or substantially all of the then outstanding US Parent Stock entitling them to subscribe for or to purchase US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock); or

(iii) issue or distribute to the holders of all or substantially all of the then outstanding US Parent Stock:

(A) shares or securities of US Parent of any class other than existing classes of US Parent Stock (or securities convertible into or exchangeable for or carrying rights to acquire US Parent Stock);

(B) rights, options or warrants other than those referred to in Section 2.13(a)(ii) above;

(C) evidence of indebtedness of US Parent; or

(D) assets of US Parent;

unless, in each case, the same or an economically equivalent change is made simultaneously to, or in the rights of the holders of, the Exchangeable Shares.

(b) Acknowledgement in Respect of Corporate Changes. Each holder of an Exchangeable Share acknowledges that the Support Agreement further provides, in part, that for so long as any Exchangeable Shares not owned by US Parent or its affiliates are outstanding, US Parent will not without the prior approval of the Company and the prior approval of the holders of the Exchangeable Shares given in accordance with Section 2.12(b):

(i) subdivide, redivide or change the then outstanding US Parent Stock into a greater number of US Parent Stock;

(ii) reduce, combine, consolidate or change the then outstanding US Parent Stock into a lesser number of US Parent Stock; or

(iii) reclassify or otherwise change the US Parent Stock or effect an amalgamation, merger, reorganization or other transaction affecting the US Parent Stock;

unless, in each case, the same or an economically equivalent change is made simultaneously to, or in the rights of the holders of, the Exchangeable Shares. The Support Agreement further provides, in part, that the above noted provisions of the Support Agreement shall not be changed without the approval of the holders of the Exchangeable Shares given in accordance with Section 2.12(b). Accordingly, and notwithstanding any provision to the contrary contained elsewhere in these Articles, the Company may, by way of a resolution of the Board of Directors (i) subdivide, redivide or change the then outstanding Exchangeable Shares into a greater number of Exchangeable Shares, or (ii) reduce, combine, consolidate or change the then outstanding Exchangeable Shares into a lesser number of Exchangeable Shares, to give effect to an economically equivalent change in the rights of the holders of the Exchangeable Shares to any similar change made to the US Parent Stock under Sections 2.13(b)(i) or 2.13(b)(ii) respectively, as applicable.

(c) Successorship Transaction. Notwithstanding the foregoing provisions of this Section 2.13, in the event:

(i) in which US Parent merges or amalgamates with, or in which all or substantially all of the then outstanding US Parent Stock are acquired by one or more other corporations to which US Parent is, immediately before such merger, amalgamation or acquisition, related within the meaning of the *Income Tax Act* (Canada) (otherwise than by virtue of a right referred to in paragraph 251(5)(b) thereof);

(ii) which does not result in an acceleration of the Redemption Date in accordance with paragraph (ii) of the definition of such term in Section 2.1(a); and

(iii) in which all or substantially all of the then outstanding US Parent Stock are converted into or exchanged for shares or rights to receive such shares (the "**Other Shares**") of another corporation (the "**Other Company**") that, immediately after such event, owns or controls, directly or indirectly, US Parent,

then all references herein to "US Parent" shall thereafter be and be deemed to be references to "Other Company" and all references herein to "US Parent Stock" shall thereafter be and be deemed to be references to "Other Shares" (with appropriate adjustments, if any, as are required to result in a holder of Exchangeable Shares on the exchange, redemption, retraction or purchase of shares pursuant to these Exchangeable Share Provisions, the Support Agreement and the Exchange Rights Agreement (as applicable) immediately subsequent to the event, being entitled to receive that number of Other Shares equal to the number of Other Shares such holder of Exchangeable Shares would have received if the exchange, redemption, retraction or purchase of such shares pursuant to these Exchangeable Share Provisions, the Support Agreement and the Exchange Rights Agreement (as applicable), had occurred immediately prior to the event and the event was completed), but subject to subsequent adjustments to reflect any subsequent changes in the share capital of the issuer of the Other Shares, including without limitation, any subdivision, consolidation or reduction of share capital, without any need to amend the terms and conditions of the Exchangeable Shares and without any further action required.

2.14 Actions by the Company under Support Agreement and the Exchange Rights Agreement

(a) Actions by the Company. The Company will take all such actions and do all such things as shall be necessary or advisable to perform and comply with and to ensure performance and compliance by US Parent, CallCo and the Company with all provisions of the Support Agreement and the Exchange Rights Agreement applicable to US Parent, CallCo and the Company, respectively, in accordance with the terms thereof including taking all such actions and doing all such things as shall be necessary or advisable to enforce to the fullest extent possible for the direct benefit of the Company all rights and benefits in favour of the Company under or pursuant to such agreements.

(b) Changes to Support Agreement or Exchange Rights Agreement. The Company shall not propose, agree to or otherwise give effect to any amendment to, or waiver or forgiveness of its rights or obligations under, the Support Agreement or the Exchange Rights Agreement without the approval of the holders of the Exchangeable Shares given in accordance with Section 2.12(b) other than such amendments, waivers and/or forgiveness as may be necessary or advisable for the purposes of:

(i) adding to the covenants of any or all of the other parties to the Support Agreement or the Exchange Rights Agreement if the board of directors of each of US Parent, CallCo and the Company shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the holders of the Exchangeable Shares;

(ii) evidencing the succession of successors to US Parent either by operation of Law or agreement to the liabilities and covenants of US Parent under the Support Agreement ("**US Parent Successors**") and the covenants of and obligations assumed by each such US Parent Successor in accordance with the provisions of Article 3 of the Support Agreement;

(iii) making such amendments or modifications not inconsistent with the Support Agreement and the Exchange Rights Agreement as may be necessary or desirable with respect to matters or questions arising thereunder which, in the good faith opinion of the board of directors of each of US Parent, CallCo and the Company, it may be expedient to make, provided that each such board of directors shall be of the good faith opinion, after consultation with counsel, that such amendments and modifications will not be prejudicial to the rights or interests of the holders of the Exchangeable Shares; or

(iv) making such changes in or corrections to the Support Agreement and the Exchange Rights Agreement which, on the advice of counsel to US Parent, CallCo and the Company, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained therein, provided that the board of directors of each of US Parent, CallCo and the Company shall be of the good faith opinion that such changes or corrections will not be prejudicial to the rights or interests of the holders of the Exchangeable Shares.

2.15 Legend; Call Rights; Withholding Rights.

(a) Legend. The Exchangeable Share Certificates evidencing the Exchangeable Shares shall contain or have affixed thereto a legend in form and on terms approved by the Board of Directors with respect to the Support Agreement, including provisions relating to the Liquidation Call Right, the Redemption Call Right and the Change of Law Call Right, the Exchange Rights Agreement (including the provisions with respect to the voting rights and automatic exchange thereunder) and the Retraction Call Right.

(b) Call Rights. Each holder of an Exchangeable Share, whether of record or beneficial, by virtue of becoming and being such a holder shall be deemed to acknowledge each of the Liquidation Call Right, the Redemption Call Right, the Change of Law Call Right and the Retraction Call Right, in each case, in favour of CallCo, and the overriding nature thereof in connection with the liquidation, dissolution or winding-up of the Company or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, or the retraction or redemption of Exchangeable Shares, as the case may be, and to be bound thereby in favour of CallCo as provided herein and in the Support Agreement.

(c) Withholding Rights. Each of US Parent, the Company, CallCo, the Transfer Agent and any other person that has any withholding obligation with respect to any amount paid, deemed paid or otherwise deliverable to any holder of Exchangeable Shares (any such person, an "**Other Withholding Agent**") shall be entitled to deduct and withhold or direct US Parent, the Company, CallCo, the Transfer Agent, or any Other Withholding Agent to deduct and withhold on their behalf, from any amount or consideration paid, deemed paid or otherwise deliverable to any holder of Exchangeable Shares such amounts as are required to be deducted or withheld with respect to such payment or deemed payment under the *Income Tax Act* (Canada) or United States Tax Laws or any provision of federal, provincial, territorial, state, local, foreign or other Tax Law, in each case, as amended or succeeded. US Parent, the Company, CallCo, the Transfer Agent, or any Other Withholding Agent may act and rely on the advice of counsel with respect to such matters. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes as having been paid to the holder of the Exchangeable Shares to whom such amounts would otherwise have been paid or deemed paid and such deducted or withheld amounts shall be timely remitted to the appropriate Governmental Authority as required by applicable Law. To the extent that the amount so required to be deducted or withheld from any payment or deemed payment to a holder exceeds the cash portion of the amount or consideration otherwise payable to the holder (such difference, a "**Withholding Shortfall**"), US Parent, the Company, CallCo, the Transfer Agent, and any Other Withholding Agent are hereby authorized to (A) (i) sell or otherwise dispose of, or direct US Parent, the Company, CallCo, the Transfer Agent or any Other Withholding Agent to sell or otherwise dispose of, on their own account or through a broker (the "**Broker**") and on behalf of the relevant holder or (ii) require such holder to irrevocably direct the sale through a Broker and irrevocably direct the Broker pay the proceeds of such sale to US Parent, the Company, CallCo, the Transfer Agent or any Other Withholding Agent, as appropriate (and, in the absence of such irrevocable direction, the holder shall be deemed to have provided such irrevocable direction), such portion of the amount or consideration as is necessary to provide sufficient funds (after deducting commissions payable to the Broker and other costs and expenses) to US Parent, the Company, CallCo, the Transfer Agent or any Other Withholding Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and US Parent, the Company, CallCo, the Transfer Agent or any Other Withholding Agent, as the case may be, shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale or (B) require such holder to deliver a Retraction Request for a number of Exchangeable Shares that would entitle such holder to net proceeds greater than or equal to the Withholding Shortfall and withhold the Withholding Shortfall from such net proceeds and remit to such holder any unapplied balance of the net proceeds. Each of US Parent, CallCo, the Company, the Transfer Agent, the Broker or any Other Withholding Agent, as applicable, shall act in a commercially reasonable manner in respect of any withholding obligation; however, none of US Parent, the Company, CallCo, the Transfer Agent, the Broker or any Other Withholding Agent, as applicable, will be liable for any loss arising out of any sale or other disposal of such consideration, including any loss relating to the manner or timing of such sale or other disposal, the prices at which the consideration is sold or otherwise disposed of or otherwise.

2.16 Notices.

(a) Notices. Subject to applicable Laws, and except as otherwise provided herein, any notice, request or other communication to be given to the Company or the Transfer Agent by a holder of Exchangeable Shares shall be in writing and shall be valid and effective if given by (i) first class mail (postage prepaid) or personal delivery or delivery by courier to the registered office of the Company or Transfer Agent, as applicable, and in each case, addressed to the attention of the Secretary of the Company, or (ii) email to such email address of the Company or Transfer Agent, as applicable, as has been approved for this purpose by the Company or Transfer Agent, as applicable. Any such notice, request or other communication, if given by mail or delivery, shall only be deemed to have been given and received upon actual receipt thereof by the Company or the Transfer Agent, as applicable.

(b) Exchangeable Share Certificates. Any presentation and surrender by a holder, or the US Parent on behalf of the holder, of Exchangeable Shares to the Company or the Transfer Agent of Exchangeable Share Certificates representing Exchangeable Shares in connection with the liquidation, dissolution or winding-up of the Company or the retraction. redemption or purchase of Exchangeable Shares shall, in the case of a share certificate representing Exchangeable Shares be made by first class mail (postage prepaid) or by personal delivery or delivery by to the Transfer Agent, and in the case of a direct registration system advice (or similar document) evidencing the electronic registration of the ownership of Exchangeable Shares shall be made electronically in accordance with the provisions of a such direct registration system or electronic entry or position maintained by the Transfer Agent, in each case, addressed to the attention of the Secretary of the Company. Any such presentation and surrender of Exchangeable Share Certificates shall only be deemed to have been made and to be effective upon actual receipt thereof by the Transfer Agent. Any such presentation and surrender of Exchangeable Share Certificates made by first class mail (postage prepaid) shall be at the sole risk of the holder mailing the same.

(c) Notice to Shareholders.

(i) Subject to applicable Laws, any notice, request or other communication to be given to a holder of Exchangeable Shares by or on behalf of the Company shall be in writing and shall be valid and effective if given by first class mail (postage prepaid), by personal delivery, delivery by courier to the address of the holder recorded in the register of shareholders of the Company, or by email (at such email address as may be stipulated from time to time by the holder of Exchangeable Shares for such notice) or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder. Any such notice, request or other communication, if given by mail, shall be deemed to have been given and received on the third Business Day following the date of mailing and, if given by delivery, shall be deemed to have been given and received on the date of delivery. Accidental failure or omission to give any notice, request or other communication to one or more holders of Exchangeable Shares shall not invalidate or otherwise alter or affect any action or proceeding to be taken by the Company pursuant thereto.

(ii) In the event of any interruption of mail service immediately prior to a scheduled mailing or in the period following a mailing during which delivery normally would be expected to occur, the Company shall make reasonable efforts to disseminate any notice by other means, such as publication. Except as otherwise required or permitted by Law, if post offices in Canada are not open for the deposit of mail, any notice which the Company or the Transfer Agent may give or cause to be given hereunder will be deemed to have been properly given and to have been received by holders of Exchangeable Shares it is published once in the national edition of *The Globe and Mail* and in a daily newspaper of general circulation in the French language in the City of Montreal, provided that if the national edition of *The Globe and Mail* is not being generally circulated, publication thereof will be made in the National Post or any other daily newspaper of general circulation published in the City of Toronto.

(iii) Notwithstanding any other provisions of these Exchangeable Share Provisions, notices, other communications and deliveries need not be mailed if the Company determines that delivery thereof by mail may be delayed. Persons entitled to any deliveries (including Exchangeable Share Certificates and cheques) which are not mailed for the foregoing reason may take delivery thereof at the office of the Transfer Agent to which the deliveries were made, upon application to the Transfer Agent, until such time as the Company has determined that delivery by mail will no longer be delayed. The Company will provide notice of any such determination not to mail made hereunder as soon as reasonably practicable after the making of such determination and in accordance with this Section 2.16(c). Such deliveries in such circumstances will constitute delivery to the persons entitled thereto.

2.17 Disclosure of Interests in Exchangeable Shares.

The Company shall be entitled to require any holder of an Exchangeable Share or any person whom the Company knows or has reasonable cause to believe holds any interest whatsoever in an Exchangeable Share to (a) confirm that fact, or (b) give such details as to whom has an interest in such Exchangeable Share, in each case as would be required (if the Exchangeable Shares were a class of "equity securities" of the Company) under section 5.2 of National Instrument 62-104 *Take-Over Bids and Issuer Bids* or as would be required under the constating documents of US Parent or any Laws or regulations, or pursuant to the rules or regulations of any regulatory agency, if and only to the extent that the Exchangeable Shares were US Parent Stock.

2.18 Fractional Shares.

A holder of an Exchangeable Share shall not be entitled to any fraction of a share of US Parent Stock upon the exchange, redemption or purchase of such holder's Exchangeable Share pursuant to Sections 2.5, 2.6 and 2.7 or otherwise, and no Exchangeable Share Certificates representing any such fractional interest shall be issued and such holder otherwise entitled to a fractional interest shall be entitled to receive for such fractional interest from the Company, US Parent or CallCo, as the case may be, a cash payment equal to such fractional interest multiplied by the Current Market Price as part of the Exchangeable Share Consideration.

2.19 Restriction on Right to Receive US Parent Stock Until Approval of Parent Stockholder Matters

Notwithstanding any other provision in these Exchangeable Share Provisions, the Exchange Rights Agreement, or the Support Agreement, no Exchangeable Shareholder shall have any right to receive US Parent Stock until US Parent has obtained approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), except that, prior to US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), each Exchangeable Shareholder may exercise its retraction rights under Section 2.6 in respect of up to 5.01% of the number of Exchangeable Shares issued to such Exchangeable Shareholder on the Effective Date.

APPENDIX
RETRACTION REQUEST

TO: BST SUB ULC (the "**Company**")

COPY TO: BIOSIG TECHNOLOGIES, INC. ("**US Parent**")

COPY TO: 1540875 B.C. Ltd. ("**CallCo**")

Notice is given pursuant to Section 2.6 of the special rights or restrictions (the "**Exchangeable Share Provisions**") attaching to the Exchangeable Shares of the Company and all capitalized words and expressions used in this Retraction Request that are defined in the Exchangeable Share Provisions have the meanings ascribed to such words and expressions in such Exchangeable Share Provisions.

The undersigned hereby notifies the Company that, subject to the Retraction Call Right referred to below, the undersigned desires to have the Company redeem in accordance with Section 2.6 of the Exchangeable Share Provisions the Exchangeable Shares set forth on Schedule A hereto (the "**Deposited Shares**").

The undersigned hereby notifies the Company that the Retraction Date shall be _____.

NOTE: The Retraction Date must be a Business Day and must not be less than 5 Business Days nor more than 10 Business Days after the date upon which this Retraction Request is received by the Company. If no such Business Day is specified above, the Retraction Date shall be deemed to be the 10th Business Day after the date on which this Retraction Request is received by the Company.

The undersigned acknowledges the overriding Retraction Call Right of CallCo to purchase all but not less than all the Retracted Shares from the undersigned and that this Retraction Request is and shall be deemed to be a revocable offer by the undersigned to sell the Retracted Shares to CallCo in accordance with the Retraction Call Right on the Retraction Date for the Retraction Call Right Purchase Price and on the other terms and conditions set out in Section 2.6(b) of the Exchangeable Share Provisions. If CallCo does not exercise the Retraction Call Right, the Company will cause the undersigned to be notified of such fact as soon as possible. This Retraction Request, and this offer to sell the Retracted Shares to CallCo, may be revoked and withdrawn by the undersigned only by notice in writing given to the Transfer Agent at any time before the close of business on the Business Day immediately preceding the Retraction Date.

The undersigned acknowledges that if, as a result of solvency provisions of applicable Law, the Company is unable to redeem all Retracted Shares, and provided that CallCo has not exercised the Retraction Call Right with respect to the Retracted Shares, and that the undersigned has not exercised its right to demand CallCo to exercise its Retraction Call Right under Section 2.6(b)(iv) of the Company's Articles, then the Retracted Shares will be automatically exchanged pursuant to the Exchange Rights Agreement so as to require US Parent to purchase the unredeemed Retracted Shares (subject to US Parent's option of delegating such obligation to CallCo).

The undersigned hereby represents and warrants to CallCo and the Company that the undersigned: (select one)

☐ is

☐ is not

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a resident of Canada for purposes of the *Income Tax Act* (Canada). THE UNDERSIGNED ACKNOWLEDGES THAT IN THE ABSENCE OF AN INDICATION THAT THE UNDERSIGNED IS A RESIDENT OF CANADA, WITHHOLDING ON ACCOUNT OF CANADIAN TAX MAY BE MADE FROM AMOUNTS PAYABLE TO THE UNDERSIGNED ON THE REDEMPTION OR PURCHASE OF THE RETRACTED SHARES.

The undersigned hereby represents and warrants to CallCo and the Company that the undersigned has good title to, and owns, the share(s) represented by this Exchangeable Share Certificate to be acquired by CallCo or the Company, as the case may be, free and clear of all liens, claims and encumbrances, other than those imposed under any Exchangeable Share Pledge executed by the undersigned.

(Date)	(Signature of Shareholder)	(Guarantee of Signature)

☐Please check box if the securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares are to be held for pick-up by the shareholder from the Transfer Agent, failing which such Exchangeable Share Certificate and cheque(s) will be mailed to the last address of the shareholder as it appears on the register.

Note: This panel must be completed and this Retraction Request, together with the Exchangeable Share Certificates and such additional documents and payments (including, without limitation, any applicable stamp taxes) as the Transfer Agent or the Company may require, must be deposited with the Transfer Agent. The securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares will be issued and registered in, and made payable to, respectively, the name of the shareholder as it appears on the register of the Company and the securities (or evidence of the electronic registration thereof) and any cheque(s) resulting from such retraction or purchase will be delivered to such shareholder as indicated above, unless the form appearing immediately below is duly completed.

Date:

Name of Person in Whose Name Securities or Cheque(s)

Are to be Registered, Issued or Delivered (please print):

Street Address or P.O. Box:

Signature of Shareholder:

City, Province and Postal Code:

Signature Guaranteed by:

Note: If this Retraction Request is for less than all of the shares represented by the Deposited Shares, an Exchangeable Share Certificate representing the remaining share(s) of the Company represented by this Exchangeable Share Certificate will be issued and registered in the name of the shareholder as it appears on the register of the Company, unless the Share Transfer Power on the Exchangeable Share Certificate is duly completed in respect of such share(s). If such Deposited Shares were held by US Parent pursuant to the Exchangeable Share Pledge, the certificates for the balance of such shares will be delivered to US Parent.

Exhibit 10.3

SUPPORT AGREEMENT

AMONG

BIOSIG TECHNOLOGIES, INC.

AND

BST SUB ULC

AND

1540875 B.C. LTD.

DATED AS OF [__], 2025

TABLE OF CONTENTS

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (the "**Agreement**") made as of [__], 2025 among **BIOSIG TECHNOLOGIES, INC.**, a corporation existing under the laws of the State of Delaware ("**US Parent**"), **1540875 B.C. LTD.**, a company existing under the Laws of the Province of British Columbia ("**CallCo**"), and **BST SUB ULC**, a company existing under the Laws of the Province of British Columbia ("**ExchangeCo**").

RECITALS

A. Pursuant to that certain Share Purchase Agreement (the "**Definitive Agreement**") dated May 23, 2025 among US Parent, CallCo, ExchangeCo, Trustee, Streamex Exchange Corporation, and the shareholders of Streamex Exchange Corporation, as amended, supplemented or otherwise modified from time to time in accordance with its terms, ExchangeCo will issue exchangeable shares (the "**Exchangeable Shares**") to certain shareholders of Streamex Exchange Corporation.

B. Pursuant to the Definitive Agreement, the parties have agreed to enter into this Agreement.

IN CONSIDERATION of the foregoing and the mutual agreements contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, each capitalized term used and not otherwise defined herein shall have the meaning ascribed thereto in the rights, privileges, restrictions and conditions attaching to the Exchangeable Shares as set out in the Articles of ExchangeCo, as they may be amended from time to time, a copy of which is attached as Exhibit A, (the "**Exchangeable Share Provisions**"), and the following terms shall have the following meanings:

(a) "**affiliate**" means, with respect to any person, any other person who, directly or indirectly, controls, is controlled by, or is under common control with, such person. For purposes of this definition, the term "**control**" (including the correlative terms "**controlling**," "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise;

(b) "**Agreement**" has the meaning ascribed thereto in the introductory paragraph;

(c) "**CallCo**" has the meaning ascribed thereto in the introductory paragraph;

(d) "**Exchange Rights Agreement**" means the exchange rights agreement to be entered into by US Parent, CallCo, the Company and the Trustee, as trustee of the Trust, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms;

(e) "**Exchangeable Shares**" means the Exchangeable Shares of ExchangeCo, and "**Exchangeable Share**" means any one of them;

(f) "**ExchangeCo**" has the meaning ascribed thereto in the introductory paragraph;

(g) "**person**" includes an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, trustee, executor, administrator, legal representative, government or any other entity, whether or not a legal entity, as the context requires;

(a) "**Trust**" means the trust formed pursuant to the Exchange Rights Agreement;

(b) "**Trustee**" means 1540873 B.C. LTD., the trustee of the trust formed pursuant to the Exchange Rights Agreement;

(h) "**Underlying Exchangeable US Parent Stock**" means the aggregate number of shares of US Parent Stock issuable to the Exchangeable Shareholders upon the exchange of all Exchangeable Shares exchangeable into US Parent Stock in accordance with the Exchangeable Share Provisions;

(i) "**US Parent**" has the meaning ascribed thereto in the introductory paragraph;

(j) "**US Parent Trust Stock**" means the Special Voting Preferred Stock of US Parent to be issued by US Parent to the Trust;

(k) "**US Parent Stock**" means the common stock in the capital of US Parent; and

(l) "**Voting Rights**" means the voting rights attached to the US Parent Trust Stock.

1.2 Interpretation Not Affected by Headings. The division of this Agreement into Articles, Sections, subsections and paragraphs 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. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 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.

1.4 Date of any Action. If the date on which any action is required to be taken under this Agreement by any person 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 Statutes. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

ARTICLE 2
COVENANTS OF PARENT AND EXCHANGECO

2.1 Covenants Regarding Exchangeable Shares

So long as any Exchangeable Shares not owned by US Parent or its affiliates are outstanding, US Parent shall:

(a) not take any action that will result in the declaration or payment of any dividend or make any other distribution on the US Parent Stock, unless ExchangeCo shall adjust the Exchangeable Share Exchange Ratio in accordance with the Exchangeable Share Provisions;

(b) advise ExchangeCo sufficiently in advance of the declaration by US Parent of any dividend or other distribution on the US Parent Stock and take all such other actions as are reasonably necessary or desirable, in co-operation with ExchangeCo, to ensure that the Exchangeable Share Exchange Ratio shall be adjusted by ExchangeCo in accordance with the Exchangeable Share Provisions;

(c) take all such actions and do all such things as are reasonably necessary or desirable to enable and permit ExchangeCo, in accordance with applicable Law, to pay and otherwise perform its obligations with respect to the satisfaction of the Liquidation Amount, the Retraction Price, or the Redemption Price, in respect of each issued and outstanding Exchangeable Share upon the liquidation, dissolution or winding-up of ExchangeCo, whether voluntary or involuntary, or any other distribution of the assets of ExchangeCo among its shareholders for the purpose of winding up its affairs, the delivery of a Retraction Request by a holder of Exchangeable Shares or a redemption of Exchangeable Shares by ExchangeCo, as the case may be, including without limitation all such actions and all such things as are necessary or desirable to enable and permit ExchangeCo to deliver or cause to be delivered US Parent Stock or other property to the holders of Exchangeable Shares in accordance with the Exchangeable Share Provisions;

(d) take all such actions and do all such things as are reasonably necessary or desirable to enable and permit the Trustee in accordance with applicable Law to perform its obligations under the Exchange Rights Agreement, including, without limitation, all such actions and all such things as are reasonably necessary or desirable to enable and permit the Trustee to exercise the Voting Rights on the US Parent Trust Stock;

(e) take all such actions and do all such things as are reasonably necessary or desirable to enable and permit CallCo, in accordance with applicable Law, to perform its obligations arising upon the exercise by it of the Liquidation Call Right, the Retraction Call Right, the Change of Law Call Right or the Redemption Call Right (or upon the exercise by the holder of the Exchangeable Shares of their right to require CallCo to exercise the Liquidation Call Right, the Retraction Call Right, the Change of Law Call Right or the Redemption Call Right), including without limitation all such actions and all such things as are necessary or desirable to enable and permit CallCo to deliver or cause to be delivered US Parent Stock or other property to the holders of Exchangeable Shares in accordance with the provisions of the Liquidation Call Right, the Retraction Call Right, the Change of Law Call Right or the Redemption Call Right, as the case may be;

(f) take all such actions and do all such things as are reasonably necessary or desirable to enable and permit ExchangeCo in accordance with applicable Law, to perform its obligations in connection with a Retraction Request pursuant to the Exchangeable Share Provisions and the redemption by ExchangeCo pursuant to the Exchangeable Share Provisions, including without limitation all such actions and all such things as are necessary or desirable to enable and permit ExchangeCo to deliver or cause to be delivered US Parent Stock or other property to the holders of Exchangeable Shares in accordance with the Exchangeable Share Provisions;

(g) not, except as otherwise contemplated in the Exchangeable Shares Provisions: (i) exercise its vote as a shareholder of ExchangeCo to initiate the voluntary liquidation, dissolution or winding up of ExchangeCo or any other distribution of the assets of ExchangeCo among its shareholders for the purpose of winding up its affairs, or (ii) take any action or omit to take any action that is designed to result in the liquidation, dissolution or winding up of ExchangeCo or any other distribution of the assets of ExchangeCo among its shareholders for the purpose of winding up its affairs, without the approval of the holders of the Exchangeable Shares in accordance with the Exchangeable Share Provisions; and

(h) prior to US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), not, without the approval referred to in Section 2.12(b) of the Exchangeable Share Provisions: (i) consummate either (A) any US Parent Control Transaction or (B) any merger or consolidation of US Parent or any of its subsidiaries with or into another entity or any stock sale to, or other business combination in which the stockholders of US Parent immediately before such transaction do not hold at least a majority of the voting power of the capital stock of US Parent or such other entity immediately after such transaction; (ii) enter into any agreement with respect to any of the foregoing that is not expressly conditioned upon US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement); (iii) (A) pay a stock dividend or otherwise make a distribution or distributions on shares of US Parent Stock or any other equity or equity equivalent securities payable in shares of US Parent Stock, (B) subdivide outstanding shares of US Parent Stock into a larger number of shares, (C) combine (including by way of reverse stock split) outstanding shares of US Parent Stock into a smaller number of shares, or (D) issue by reclassification of shares of the US Parent Stock any shares of US Parent; or (iv) grant, issue or sell any capital stock or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of US Parent Stock whereby holders of the Exchangeable Shares were not entitled to participate based on their proportionate share (determined as if such holder had exchanged such Exchangeable Shares into US Parent Stock, without regard to any limitation on ownership).

2.2 Segregation of Funds

US Parent will cause ExchangeCo to deposit a sufficient amount of funds in a separate account of ExchangeCo and segregate a sufficient amount of such other assets and property as is necessary to enable ExchangeCo to pay or otherwise satisfy its obligations with respect to the applicable Liquidation Amount, Retraction Price or Redemption Price, in each case once such amounts become payable under the terms of this Agreement or the Exchangeable Share Provisions. Once such amounts become payable, US Parent will transfer such funds to ExchangeCo (through any intermediary entities) and ExchangeCo will use such funds, assets and property so segregated exclusively for the payment or other satisfaction of the Liquidation Amount, the Retraction Price or the Redemption Price, as applicable, net of any corresponding withholding tax obligations and for the remittance of such withholding tax obligations.

2.3 Reservation of US Parent Common Stock.

US Parent hereby represents, warrants and covenants in favour of ExchangeCo and CallCo that US Parent has reserved for issuance and shall, at all times while any Exchangeable Shares are outstanding, keep available, free from pre-emptive and other rights, out of its authorized and unissued capital stock such number of each class of shares of US Parent Stock (or other shares or securities into which US Parent Stock may be reclassified or changed as contemplated by Section 2.6):

(a) as are now and may hereafter be required to enable and permit each of US Parent, CallCo and ExchangeCo to meet its obligations to the Exchangeable Shareholder under the Exchange Rights Agreement and the Exchangeable Share Provisions; and

(b) as are now and may hereafter be required to enable and permit US Parent to meet any other obligations to the Exchangeable Shareholders under any other security or commitment pursuant to which US Parent may now or hereafter be required to issue or cause to be issued US Parent Stock.

2.4 Notification of Certain Events

In order to assist US Parent to comply with its obligations under this Agreement and to permit CallCo to exercise the Liquidation Call Right, the Retraction Call Right, the Change of Law Call Right or the Redemption Call Right, as applicable, ExchangeCo shall notify US Parent and CallCo of each of the following events at the time set forth below:

(a) in the event of any determination by the board of directors of ExchangeCo to institute voluntary liquidation, dissolution or winding-up proceedings with respect to ExchangeCo or to effect any other distribution of the assets of ExchangeCo among its shareholders for the purpose of winding up its affairs, at least 60 days prior to the proposed effective date of such liquidation, dissolution, winding-up or other distribution;

(b) promptly upon the earlier of (i) receipt by ExchangeCo of notice of, and (ii) ExchangeCo otherwise becoming aware of, any threatened or instituted claim, suit, petition or other proceedings with respect to the involuntary liquidation, dissolution or winding-up of ExchangeCo or to effect any other distribution of the assets of ExchangeCo among its shareholders for the purpose of winding up its affairs;

(c) immediately, upon receipt by ExchangeCo of a Retraction Request;

(d) on the same date on which notice of redemption is given to holders of Exchangeable Shares, upon the determination of a Redemption Date in accordance with the Exchangeable Share Provisions;

(e) as soon as practicable upon the issuance by ExchangeCo of any Exchangeable Shares or rights to acquire Exchangeable Shares (other than the issuance of Exchangeable Shares and rights to acquire Exchangeable Shares pursuant to the Definitive Agreement); and

(f) promptly, upon receiving notice of a Change of Law.

2.5 Delivery of US Parent Stock.

Upon notice from CallCo or ExchangeCo of any event that requires CallCo or ExchangeCo to deliver or cause to be delivered US Parent Stock to any holder of Exchangeable Shares, and, if applicable, the delivery by the Trustee to US Parent of certificates for US Parent Trust Stock, US Parent shall forthwith issue and deliver or cause to be delivered the requisite number of shares of US Parent Stock for the benefit of CallCo or ExchangeCo, as appropriate, and CallCo or ExchangeCo, as the case may be, shall forthwith cause to be delivered the requisite number of US Parent Stock to be received by or for the benefit of the former holder of the surrendered Exchangeable Shares. All such US Parent Stock shall be duly authorized and validly issued as fully paid, non-assessable, free of pre-emptive rights and shall be free and clear of any lien, claim or encumbrance. Notwithstanding the foregoing, prior to the US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), the US Parent shall have no obligation to deliver any US Parent Stock pursuant to this Section 2.5.

2.6 Economic Equivalence.

(1) So long as any Exchangeable Shares not owned by US Parent or its affiliates are outstanding:

(a) US Parent shall not without the prior approval of ExchangeCo and the prior approval of the holders of the Exchangeable Shares given in accordance with the Exchangeable Share Provisions:

(i) issue or distribute US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock) to the holders of all or substantially all of the then outstanding US Parent Stock by way of stock or share dividend or other distribution, other than an issue of US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock) to holders of US Parent Stock (A) who exercise an option to receive dividends in US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock) in lieu of receiving cash dividends, or (B) pursuant to any dividend reinvestment plan or scrip dividend or similar arrangement; or

(ii) issue or distribute rights, options or warrants to the holders of all or substantially all of the then outstanding US Parent Stock entitling them to subscribe for or to purchase US Parent Stock or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock; or

(iii) issue or distribute to the holders of all or substantially all of the then outstanding US Parent Stock (A) shares or securities of US Parent of any class other than US Parent Stock (or securities convertible into or exchangeable for or carrying rights to acquire US Parent Stock), (B) rights, options, warrants or other assets other than those referred to in Section 2.6(1)(a)(ii), (C) evidence of indebtedness of US Parent, or (D) assets of US Parent,

unless, in each case, the same or an economically equivalent change is made simultaneously to, or in the rights of the holders of, the Exchangeable Shares; provided, however, that, for greater certainty, the above restrictions shall not apply to any securities issued or distributed by US Parent in order to give effect to and to consummate the transactions contemplated by, and in accordance with, the Definitive Agreement.

(b) US Parent shall not without the prior approval of ExchangeCo and the prior approval of the holders of the Exchangeable Shares given in accordance with the Exchangeable Share Provisions:

(i) subdivide, redivide or change the then outstanding US Parent Stock into a greater number of US Parent Stock; or

(ii) reduce, combine, consolidate or change the then outstanding US Parent Stock into a lesser number of US Parent Stock; or

(iii) reclassify or otherwise change the US Parent Stock or effect an amalgamation, merger, combination, reorganization or other transaction affecting the US Parent Stock,

unless, in each case, the same or an economically equivalent change is made simultaneously to, or in the rights of the holders of, the Exchangeable Shares; provided, however, that, for greater certainty, the above restrictions shall not apply to any securities issued or distributed by US Parent in order to give effect to and to consummate the transactions contemplated by, and in accordance with the Definitive Agreement.

(2) The board of directors of ExchangeCo shall determine, in good faith and in its sole discretion (with the assistance of such financial or other advisors as the board of may determine), "economic equivalence" for the purposes of any event referred to in Section 2.6(1)(a) or Section 2.6(1)(b) and each such determination shall be conclusive and binding on US Parent. In making each such determination, the following factors shall, without excluding other factors determined by the board of directors of ExchangeCo to be relevant, be considered by the board of directors of ExchangeCo:

(a) each Exchangeable Share is intended to be economically equivalent to one share of US Parent Stock;

(b) in the case of any stock or share dividend or other distribution payable in US Parent Stock, the number of such shares issued as a result of such stock or share dividend or other distribution in proportion to the number of US Parent Stock previously outstanding;

(c) in the case of the issuance or distribution of any rights, options or warrants to subscribe for or purchase US Parent Stock (or securities exchangeable for or convertible into or carrying rights to acquire US Parent Stock), the relationship between the exercise price of each such right, option or warrant, the number of such rights, options or warrants to be issued or distributed in respect of each share of US Parent Stock and the Current Market Price of such share of US Parent Stock, the price volatility of the US Parent Stock and the terms of any such instrument;

(d) in the case of the issuance or distribution of any other form of property (including without limitation any shares or securities of US Parent of any class other than US Parent Stock, any rights, options or warrants other than those referred to in Section 2.6(2)(d), any evidences of indebtedness of US Parent or any assets of US Parent), the relationship between the fair market value (as determined by the board of directors of ExchangeCo in the manner above contemplated) of such property to be issued or distributed with respect to each outstanding share of US Parent Stock and the Current Market Price of such share of US Parent Stock;

(e) in the case of any subdivision, redivision or change of the then outstanding US Parent Stock into a greater number of US Parent Stock or the reduction, combination, consolidation or change of the then outstanding US Parent Stock into a lesser number of US Parent Stock or any amalgamation, merger, combination, arrangement, reorganization or other transaction affecting US Parent Stock, the effect thereof upon the then outstanding Exchangeable Shares; and

(f) in all such cases, the general taxation consequences of the relevant event to holders of Exchangeable Shares to the extent that such consequences may differ from the taxation consequences to holders of US Parent Stock as a result of differences between taxation Laws of Canada and the United States (except for any differing consequences arising as a result of differing marginal taxation rates and without regard to the individual circumstances of holders of Exchangeable Shares).

(3) ExchangeCo agrees that, to the extent required, upon due notice from US Parent, ExchangeCo shall use commercially reasonable efforts to take or cause to be taken such steps as may be necessary for the purposes of ensuring that distributions are made by ExchangeCo, or the Exchangeable Share Exchange Ratio is adjusted, or subdivisions, redivisions or changes are made to the Exchangeable Shares, as applicable, in order to implement the required economic equivalence with respect to the US Parent Stock and Exchangeable Shares as provided for in this Section 2.6.

(4) Notwithstanding any other provision of this Section 2.6, ExchangeCo shall not undertake any action that will result in the number of shares of Underlying Exchangeable US Parent Stock being less than number of shares of US Parent Stock issuable upon the exchange of the Exchangeable Shares.

2.7 Tender Offers.

In the event that a tender offer, share exchange offer, issuer bid, take-over bid or similar transaction with respect to US Parent Stock (an "**Offer**") is proposed by US Parent or is proposed to US Parent or its stockholders and is recommended by the board of directors of US Parent, or is otherwise effected or to be effected with the consent or approval of the board of directors of US Parent, and the Exchangeable Shares are not redeemed by ExchangeCo or purchased by CallCo pursuant to the Redemption Call Right, US Parent and ExchangeCo will use commercially reasonable efforts to take all such actions and do all such things as are necessary or desirable to enable and permit holders of Exchangeable Shares (other than US Parent and its affiliates) to participate in such Offer to the same extent and on an economically equivalent basis as the holders of US Parent Stock, without discrimination. Without limiting the generality of the foregoing, US Parent and ExchangeCo will use commercially reasonable efforts in good faith to ensure that holders of Exchangeable Shares may participate in each such Offer without being required to retract Exchangeable Shares as against ExchangeCo (or, if so required, to ensure that any such retraction shall be effective only upon, and shall be conditional upon, the closing of such Offer and only to the extent necessary to tender or deposit to the Offer). Nothing in this Agreement shall affect the rights of ExchangeCo to redeem, or CallCo to purchase pursuant to the Redemption Call Right, Exchangeable Shares in the event of a US Parent Control Transaction.

2.8 US Parent & Affiliates Not to Vote Exchangeable Shares.

Each of US Parent and CallCo covenants and agrees that it shall appoint and cause to be appointed proxyholders with respect to all Exchangeable Shares held by it and its affiliates for the sole purpose of attending each meeting of holders of Exchangeable Shares in order to be counted as part of the quorum for each such meeting. Each of US Parent and CallCo further covenants and agrees that it shall not, and shall cause its affiliates not to, exercise any voting rights which may be exercisable by holders of Exchangeable Shares from time to time pursuant to the Exchangeable Share Provisions or pursuant to the provisions of the *Business Corporations Act* (British Columbia) (or any successor or other corporate statute by which ExchangeCo may in the future be governed) with respect to any Exchangeable Shares held by it or by its affiliates in respect of any matter considered at any meeting of holders of Exchangeable Shares; provided however, for further clarity, that this Section 2.8 shall not in any way restrict the right of US Parent or any of its affiliates to vote their common shares of ExchangeCo in accordance with the Articles of ExchangeCo.

2.9 Ordinary Market Purchases.

For greater certainty, nothing contained in this Agreement, including without limitation the obligations of US Parent contained in Section 2.7, shall limit the ability of US Parent (or any of its affiliates) to make ordinary market or other voluntary purchases of US Parent Stock in accordance with applicable Laws and regulatory or stock exchange requirements.

2.10 Ownership of Outstanding Shares.

Without the prior approval of ExchangeCo and the prior approval of the holders of the Exchangeable Shares given in accordance with the Exchangeable Share Provisions, US Parent covenants and agrees in favour of ExchangeCo that, as long as any Exchangeable Shares not owned by US Parent or its affiliates are outstanding, US Parent will be and remain the direct or indirect beneficial owner of all issued and outstanding common shares in the capital of ExchangeCo. Notwithstanding the foregoing, US Parent shall not be in violation of this Section 2.10 if any person or group of persons acting jointly or in concert acquires all or substantially all of the assets of US Parent or the US Parent Stock pursuant to any merger or similar transaction involving US Parent pursuant to which US Parent is not the surviving corporation.

2.11 Reimbursement by US Parent.

US Parent shall reimburse ExchangeCo for, and indemnify and hold ExchangeCo harmless against, any expense or liability incurred by ExchangeCo with respect to the Exchangeable Shares.

ARTICLE 3
PARENT SUCCESSORS

3.1 Certain Requirements in Respect of Combination, etc.

Subject to the Exchangeable Share Provisions, and Article 3 with respect to a US Parent Control Transaction, so long as any Exchangeable Shares not owned by US Parent or its affiliates are outstanding, US Parent shall not enter into any transaction (whether by way of reorganization, consolidation, arrangement, amalgamation, merger, combination, transfer, sale, lease or otherwise) whereby all or substantially all of its undertaking, property and assets would become the property of any other person or, in the case of an amalgamation or merger or combination, of the continuing corporation resulting therefrom, provided that it may do so if:

(a) such other person or continuing corporation (the "**US Parent Successor**") by operation of Law, becomes bound by the terms and provisions of this Agreement or, if not so bound, executes, prior to or contemporaneously with the consummation of such transaction, an agreement supplemental hereto and such other instruments (if any) as are necessary or advisable to evidence the assumption by the US Parent Successor of liability for all moneys payable and property deliverable hereunder and the covenant of such US Parent Successor to pay and deliver or cause to be paid and delivered the same and its agreement to observe and perform all the covenants and obligations of US Parent under this Agreement; and

(b) such transaction shall be upon such terms and conditions as to preserve and not to impair any of the rights, duties, powers and authorities of the other parties hereunder or the holders of the Exchangeable Shares.

3.2 Vesting of Powers in Successor.

Whenever the conditions of Section 3.1 have been duly observed and performed, the parties, if required by Section 3.1, shall execute and deliver the supplemental agreement provided for in Section 3.1(a) and thereupon the US Parent Successor and such other person that may then be the issuer of the US Parent Stock shall possess and from time to time may exercise each and every right and power of US Parent under this Agreement in the name of US Parent or otherwise and any act or proceeding by any provision of this Agreement required to be done or performed by the board of directors of US Parent or any officers of US Parent may be done and performed with like force and effect by the directors or officers of such US Parent Successor.

3.3 Wholly-Owned Subsidiaries.

Nothing herein shall be construed as preventing (a) the amalgamation or merger or combination of any wholly-owned direct or indirect subsidiary of US Parent (other than ExchangeCo or CallCo) with or into US Parent, (b) the winding-up, liquidation or dissolution of any wholly-owned direct or indirect subsidiary of US Parent (other than ExchangeCo or CallCo), provided that all of the assets of such subsidiary are transferred to US Parent or another wholly-owned direct or indirect subsidiary of US Parent, (c) any other distribution of the assets of any wholly-owned direct or indirect subsidiary of US Parent (other than ExchangeCo or CallCo) among the shareholders of such subsidiary for the purpose of winding up its affairs, and (d) any such transactions are expressly permitted by this Article 3.

3.4 Successorship Transaction.

Notwithstanding the foregoing provisions of this Article 3, in the event:

(a) in which US Parent merges, combines or amalgamates with, or in which all or substantially all of the then outstanding US Parent Stock are acquired by, one or more other corporations to which US Parent is, immediately before such merger, combination, amalgamation or acquisition, "related" within the meaning of the *Income Tax Act* (Canada) (otherwise than by virtue of a right referred to in paragraph 251(5)(b) thereof);

(b) which does not result in an acceleration of the Redemption Date in accordance with paragraph (ii) of the definition of Redemption Date in the Exchangeable Share Provisions; and

(c) in which all or substantially all of the then outstanding US Parent Stock are converted into or exchanged for shares or rights to receive such shares (the "**Other Shares**") or another corporation (the "**Other Corporation**") that, immediately after such US Parent Control Transaction, owns or controls, directly or indirectly, US Parent;

then all references in this Agreement to "US Parent" shall thereafter be and be deemed to be references to "Other Corporation" and all references in this Agreement to "US Parent Stock" shall thereafter be and be deemed to be references to "Other Shares" (with appropriate adjustments if any, as are required to result in a holder of Exchangeable Shares on the exchange, redemption or retraction of such shares pursuant to the Exchangeable Share Provisions or the exchange of such shares pursuant to the Exchange Rights Agreement immediately subsequent to the US Parent Control Transaction being entitled to receive that number of Other Shares equal to the number of Other Shares such holder of Exchangeable Shares would have received if the exchange, redemption or retraction of such shares pursuant to the Exchangeable Share Provisions, or the exchange of such shares pursuant to the Exchange Rights Agreement had occurred immediately prior to the US Parent Control Transaction and the US Parent Control Transaction was completed) but subject to subsequent adjustments to reflect any subsequent changes in the share capital of the issuer of the Other Shares, including without limitation, any subdivision, consolidation or reduction of share capital, without any need to amend the terms and conditions of the Exchangeable Shares and without any further action required.

ARTICLE 4
CERTAIN RIGHTS OF PARENT & CALLCO TO ACQUIRE EXCHANGEABLE SHARES

4.1 Liquidation Call Right.

The parties hereby acknowledge the rights and obligations of CallCo in respect of the Exchangeable Shares as contained in Section 2.5 (*Liquidation*) of the Exchangeable Share Provisions.

4.2 Retraction Call Right.

The parties hereby acknowledge the rights and obligations of CallCo in respect of the Exchangeable Shares contained in Section 2.6 (*Retraction of Exchangeable Shares*) of the Exchangeable Share Provisions.

4.3 Redemption Call Right.

The parties hereby acknowledge the rights and obligations of CallCo in respect of the Exchangeable Shares as contained in Section 2.7 (*Redemption of Exchangeable Shares*) of the Exchangeable Share Provisions.

4.4 Change of Law Call Right.

The parties hereby acknowledge the rights and obligations of CallCo in respect of the Exchangeable Shares as contained in Section 2.9 (*Change of Law Call Right*) of the Exchangeable Share Provisions.

ARTICLE 5
GENERAL

5.1 Term.

This Agreement shall come into force and be effective as of the date hereof and shall terminate and be of no further force and effect at such time as no Exchangeable Shares (or securities or rights convertible into or exchangeable for or carrying rights to acquire Exchangeable Shares) are held by any person other than US Parent and any of its affiliates.

5.2 Changes in Capital of US Parent & ExchangeCo.

Notwithstanding the provisions of Section 5.4, at all times after the occurrence of any event contemplated pursuant to Section 2.6 and Section 2.7 or otherwise, as a result of which either US Parent Stock or the Exchangeable Shares or both are in any way changed, this Agreement shall forthwith be amended and modified as necessary in order that it shall apply with full force and effect, mutatis mutandis, to all new securities into which US Parent Stock or the Exchangeable Shares or both are so changed and the parties shall execute and deliver an agreement in writing giving effect to and evidencing such necessary amendments and modifications.

5.3 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto 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.

5.4 Amendments, Modifications.

Subject to Section 5.2, Section 5.3 and Section 5.5, this Agreement may not be amended or modified except by an agreement in writing executed by US Parent, CallCo and ExchangeCo and approved by the holders of the Exchangeable Shares in accordance with the Exchangeable Share Provisions. No amendment or modification or waiver of any of the provisions of this Agreement otherwise permitted hereunder shall be effective unless made in writing and signed by all of the parties hereto.

5.5 Ministerial Amendments.

Notwithstanding the provisions of Section 5.4, the parties to this Agreement may in writing at any time and from time to time, without the approval of the holders of the Exchangeable Shares, amend or modify this Agreement for the purposes of:

(a) adding to the covenants of any or all of the parties hereto if the board of directors of each of US Parent, CallCo and ExchangeCo shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the holders of the Exchangeable Shares;

(b) evidencing the succession of US Parent Successors and the covenants of and obligations assumed by each such US Parent Successor in accordance with the provisions of Article 3;

(c) making such amendments or modifications not inconsistent with this Agreement as may be necessary or desirable with respect to matters or questions arising hereunder which, in the good faith opinion of the board of directors of each of US Parent, CallCo and ExchangeCo, it may be expedient to make, provided that each such board of directors shall be of the good faith opinion, after consultation with counsel, that such amendments or modifications will not be prejudicial to the rights or interests of the holders of the Exchangeable Shares; or

(d) making such changes or corrections hereto which, on the advice of counsel to US Parent, CallCo and ExchangeCo, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained herein, provided that the boards of directors of each of US Parent, CallCo and ExchangeCo shall be of the good faith opinion that such changes or corrections will not be prejudicial to the rights or interests of the holders of the Exchangeable Shares.

5.6 Meeting to Consider Amendments.

ExchangeCo, at the request of US Parent, shall call a meeting or meetings of the holders of the Exchangeable Shares for the purpose of considering any proposed amendment or modification requiring approval pursuant to Section 5.4. Any such meeting or meetings shall be called and held in accordance with the articles of ExchangeCo, the Exchangeable Share Provisions and all applicable Laws.

5.7 Enurement.

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

5.8 Notices to Parties.

Any notice and other communications required or permitted to be given pursuant to this Agreement shall be sufficiently given if delivered in person or if sent by facsimile transmission or e-mail (provided such transmission is recorded as being transmitted successfully) to the parties at the following addresses:

(a) In the case of US Parent, ExchangeCo, or CallCo, at the following address:

Streamex Exchange Corporation
15th Floor, 1111 West Hastings Street,
Vancouver, BC, V6E2J3
Attention: K. Henry McPhie and Morgan Lekstrom
Email: henry@streamex.com; morgan@streamex.com

with a copy to:

Haynes and Boone LLP
30 Rockefeller Plaza
26th Floor
New York, NY 10112
Attention: Rick A. Werner; Simin Sun; Alla Digilova
Email: rick.werner@haynesboone.com; simin.sun@haynesboone.com; alla.digilova@haynesboone.com

with a copy to:

DuMoulin Black LLP
1111 West Hastings Street
15th Floor
Vancouver, BC V6E 2JC
Attention: Jason Sutherland
Email: jsutherland@dumoulinblack.com

and such notice or other communication shall be deemed to have been given and received (x) if delivered on a Business Day prior to 4:30 p.m. (local time in the place where the notice or other communication is received), on the date of delivery, or (y) otherwise, on the next Business Day. Either party may change its address for notice by giving notice to the other parties in accordance with the foregoing provisions.

5.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

5.10 Jurisdiction.

This Agreement shall be construed and enforced in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein.

5.11 Attornment

Each of US Parent, CallCo, and ExchangeCo agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of British Columbia, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the non-exclusive jurisdiction of the said courts in any such action or proceeding, agrees to be bound by any judgement of the said courts and not to seek, and hereby waives, any review of the merits of any such judgement by the courts of any other jurisdiction, and US Parent hereby appoints ExchangeCo at its registered office in the Province of British Columbia as attorney for service of process.

5.12 Restriction on Obligation to Issue US Parent Stock Until Approval of Parent Stockholder Matters

Notwithstanding any other provision in this Agreement, the Exchangeable Share Provisions, or the Exchange Rights Agreement, US Parent shall have no obligation to issue US Parent Stock or US Parent Trust Stock until US Parent has obtained approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), other than, prior to US Parent obtaining approval from its stockholders of the Parent Stockholder Matters (as defined in the Definitive Agreement), in respect of the right of each Exchangeable Shareholder under Section 2.19 of the Exchangeable Share Provisions to exercise its retraction rights under Section 2.6 of the Exchangeable Share Provisions in respect of up to 5.01% of the number of Exchangeable Shares issued to such Exchangeable Shareholder on the Effective Date.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BIOSIG TECHNOLOGIES, INC.

By: _____
Name: Anthony Amato
Title: Chief Executive Officer

BST SUB ULC

By: _____
Name: Anthony Amato
Title: Chief Executive Officer

1540875 B.C. LTD.

By: _____
Name: Anthony Amato
Title: Chief Executive Officer

[Signature Page to Support Agreement]

Exhibit 10.4

FIRST AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (this "***Amendment***"), entered into as of the Effective Time (as defined below), by and between Anthony Amato ("***Executive***") and BioSig Technologies Inc., a Delaware corporation (the "***Company***"), for the purpose of amending that certain Executive Employment Agreement, dated as of August 1, 2024 by and between Executive and the Company (the "***Agreement***"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Company and Executive desire to state in writing the terms and conditions of their agreement and understandings with respect to the Amendment of the Agreement effective as of the effective time (the "***Effective Time***") of the proposed transaction by and among the BST Sub ULC, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company ("***ExchangeCo***"), 1540875 B.C. Ltd., a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Parent ("***Callco***"), Streamex Exchange Corporation, a corporation organized under the laws of the Province of British Columbia ("***Streamex***"), each shareholder of Streamex and 1540873 B.C. Ltd., as trustee of the trust formed pursuant to the Exchange Rights Agreement (the "***Trustee***"), pursuant to which, among other things, the Company, through ExchangeCo, will purchase from each Shareholder, and each Shareholder will sell to the Company, through ExchangeCo, all of the issued and outstanding shares of Streamex (the " ***Transaction***"), which Transaction is governed by the Purchase Agreement by and among each of the Company, ExchangeCo, Callco, Streamex and the Trustee, dated as of May 23, 2025 (the "***Purchase Agreement***");

WHEREAS, Section 11(a) of the Agreement provides that any amendment to the Agreement must be executed by all parties to the Agreement; and

WHEREAS, the parties mutually desire to modify certain provisions that would otherwise apply to Executive's severance provisions pursuant to the Agreement.

NOW, THEREFORE, pursuant to Section 11(a) of the Agreement, in consideration of the mutual provisions, conditions, and covenants contained herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 4(c) of the Agreement is hereby deleted in its entirety and replaced with the following in lieu thereof:

(c) Resignation in Connection with the Transaction. If Executive resigns in accordance with the terms and provisions of the Purchase Agreement, then the following severance provisions shall apply to Executive:

(i) Severance Payments. Executive shall receive, in addition to the Accrued Obligations, severance pay in an amount equal to $400,000, less all customary and required taxes and employment-related deductions, payable in substantially equal periodic installments over the course of eight (8) months in accordance with the Company's payroll practices as in effect from time to time, with the first installment being paid on the Company's first payroll date following the Effective Date.

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2. Equity Compensation – Vesting and Treatment Upon Resignation Pursuant to the Purchase Agreement

Notwithstanding anything to the contrary in any applicable equity incentive plan, grant agreement, or Company policy, the Company agrees to the following treatment of the Executive's equity upon

his resignation pursuant to the Purchase Agreement:

(i) Treatment of Vested and Unvested Equity:

As of the Effective Date, all equity awards previously granted to the Executive — including but not limited to vested and unvested stock options, restricted stock units (RSUs), performance stock units (PSUs), and any other equity-based awards —shall be accelerated, deemed fully vested and nonforfeitable. All such awards shall become fully vested and, to the extent applicable, immediately exercisable.

(ii) Extended Exercise Period:

The post-resignation exercise period for all vested stock options (including those that become vested under this Agreement) shall be extended to the later of:

(a) the original expiration date of the applicable option(s), or

(b) 36 months following the Effective Date.

3. Section 4(d) and Section 4(f) of the Agreement are hereby deleted in their entirety.

4. The penultimate sentence of Section 7(e) of this Agreement is hereby deleted in its entirety and replaced with the following in lieu thereof:

In the event that any payments under this Agreement or otherwise are required to be reduced as described in this Section 7(e), the adjustment will be made by reducing the cash severance, if any, due to Executive pursuant to Section 4(c).

5. The Executive shall sign a Resignation and Release substantially in the form of Exhibit A hereto, in place of the Separation Agreement.

6. The Agreement, except as modified by this Amendment, shall remain in full force and effect.

[*Remainder of the Page Intentionally Left Blank;*
Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the Effective Date.

EXECUTIVE:

Name: Anthony Amato

THE COMPANY:

By: _____
Name: _____
Title: _____

[Signature Page to First Amendment to Employment Agreement]

EXHIBIT A
FORM OF RESIGNATION AND RELEASE

[Exhibit A to First Amendment to Employment Agreement]

Exhibit 10.5

_____, 2025

Re: Letter Agreement - Right to Place

This letter agreement ("**Letter Agreement**") sets forth the terms of the mutual understanding and agreement of BioSig Technologies, Inc. ("**BSGM**") and Anthony Amato ("**Amato**") with regard to BSGM's Right to Place (as defined below).

In consideration of the foregoing and for other good and valuable consideration, including the amendment of that certain Executive Employment Agreement, dated as of the date hereof between BSGM and Amato, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Subject Shares

1. As of the date of this Letter Agreement, Amato hereby represents and warrants that he owns holds [x] shares of Capital Stock of BSGM (the "**Subject Shares**"). In this Letter Agreement, "**Capital Stock**" means shares of common stock and preferred stock (whether now outstanding or hereafter issued in any context), (b) shares of common stock issued or issuable upon conversion of any preferred stock, and (c) shares of common stock issued or issuable upon exercise or conversion, as applicable, of stock options, warrants, restricted stock or other convertible securities of the BSGM, in each case now owned or subsequently acquired by Amato, or their respective successors or permitted transferees or assigns. For purposes of the number of shares of Capital Stock held by Amato (or any other calculation based thereon), all shares of preferred stock or other convertible securities shall be deemed to have been converted into common stock at the then-applicable conversion ratio.

Right to Place

2. For a period of twelve months from the date of this agreement, Amato hereby unconditionally and irrevocably grants to BSGM a Right to Place (as defined below) and agrees not to sell, transfer or otherwise dispose of any Subject Shares except: (i) in accordance with this Letter Agreement or (ii) as otherwise consented by BSGM in writing, with such consent not to be unreasonably withheld.

3. If Amato wishes to sell, transfer or otherwise dispose of Subject Shares from time to time, Amato shall first deliver a written notice (a "**Share Sale Notice**") to BSGM specifying (i) the sale price (the "**Share Sale Price**") per Subject Share, and (ii) the quantity of Subject Shares (the "**Offered Shares**") that are available for purchase. Upon receipt of a Share Sale Notice, BSGM will have the right during the following two Business Days (the "**Notice Period**") to provide Amato with a notification (the "**Purchase Notice**") that it intends to purchase a certain number of Offered Shares at the Share Sale Price for cash, together with an irrevocable commitment in writing to Amato to close the purchase within three Business Days of the delivery of such commitment, in which case Amato will complete the sale (the "**Right to Place**"). During the Notice Period and subsequent three Business Day period, each of Amato and BSGM has the right to withdraw the Share Sale Notice and Purchase Notice, respectively. In this Letter Agreement "**Business Day**" means any day other than a Saturday, Sunday or day on which banks in New York, New York are generally not open for business.

4. BSGM shall pay for the Subject Shares in cash.

5. To the extent that BSGM does not deliver such commitments within the Notice Period, Amato may proceed to sell up to the balance of the Offered Shares ("**Unplaced Shares**") for a period of 20 Business calendar days after expiry of the Notice Period, after which the provisions of this Letter Agreement will once again apply to any intended sale of such Unplaced Shares.

6. If Amato sells, transfers or otherwise disposes of Subject Shares not in compliance with the requirements of this Letter Agreement, such sale, transfer or disposition shall be null and void ab initio, shall not be recorded on the books of the BSGM or its transfer agent and shall not be recognized by BSGM. Each party hereto acknowledges and agrees that any breach of this Letter Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Subject Shares not made in strict compliance with this Letter Agreement).

7. If Amato becomes obligated to sell any Subject Shares to BSGM under this Letter Agreement and fails to deliver such Subject Shares in accordance with the terms of this Letter Agreement, BSGM may, at its option, in addition to all other remedies it may have, send to Amato the purchase price for such Subject Shares as is herein specified and transfer to the name of BSGM on BSGM's books any certificates, instruments, or book entry representing the Subject Shares to be sold.

8. Each certificate, instrument, or book entry representing shares of Subject Shares held by Amato shall be notated with the following legend:

   THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN LETTER AGREEMENT BY AND AMONG THE STOCKHOLDER AND THE CORPORATION.

Miscellaneous

9. BSGM and Amato will comply with all applicable laws and rules in connection with the transactions contemplated herein.

10. All rights and obligations in connection herewith shall be interpreted, construed and enforced in accordance with and governed by the applicable laws of the State of New York without regard to its conflict of law provisions.

11. This Letter Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Letter Agreement may not be assigned by any party without the prior written consent of the other party.

12. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

13. In the event one or more of the provisions of this Letter Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Letter Agreement, and this Letter Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. This Agreement may not be modified or amended or any term or provision hereof waived or discharged, except in writing, signed by both BSGM and Amato.

[Remainder of page intentionally left blank]

Each of the parties has executed and delivered this Letter Agreement as of the date first written above.

Anthony Amato

BIOSIG TECHNOLOGIES, INC.

By: _____
Authorized Signatory

[Signature Page to Right to Place Letter Agreement]

Exhibit 99.1

BioSig Technologies, Inc. Signs Definitive Share Exchange Agreement with Streamex Exchange Corp. to Launch First-Mover Real-World Asset (RWA) Tokenization Company Bringing Commodity Markets On-Chain.

May 23, 2025

Los Angeles, CA and Vancouver, BC, May 23, 2025 (GLOBE NEWSWIRE) – **BioSig Technologies, Inc.** (Nasdaq: BSGM) ("BioSig" or the "Company"), a medical technology company, today announced it has signed a definitive share exchange agreement with **Streamex Exchange Corporation** ("Streamex"), a privately held company specializing in the tokenization of real-world assets, with a focus on bringing commodities on-chain.

The signing of the definitive agreement represents a major milestone for both Streamex and BioSig, propelling the business combination forward, and fast-tracking the growth of Streamex's tokenization business. During this transaction, Streamex has made significant progress with some very exciting developments expected to be shared in the coming weeks.

Key Highlights of the Transaction:

- Streamex Exchange Corporation, a British Columbia corporation, will become a wholly owned subsidiary of BioSig through an exchange of outstanding shares of Streamex for new shares of BioSig common stock.
- The combined public company will be led by Mr. Henry McPhie, Co-Founder and CEO of Streamex, who will serve as Chief Executive Officer and join the Board of Directors, guiding the organization through its next phase of growth.
- Mr. Morgan Lekstrom, Co-Founder and Chairman of Streamex, will serve as Chairman of the Board of the combined company.
- Mr. Anthony Amato, current CEO of BioSig, will transition from his role as Chief Executive Officer and continue to support the combined company as a member of its Board of Directors.
- Of highlight, Streamex is strategically positioned within the US$142.85[1] trillion global commodity market, aiming to unlock new value by bringing commodities on-chain through secure and scalable real world asset tokenization solutions.

BioSig's CEO Anthony Amato commented, "After a year marked by intense focus, disciplined execution, and steadfast commitment, I'm pleased to announce that we have signed a definitive agreement to combine with Streamex. This marks a pivotal milestone in our ongoing strategy to restore and build long-term shareholder value. This journey hasn't been without its challenges—but it has also been defined by toughness, learning, and progress. But today, we enter what promises to be the most transformational chapter in our company's history. I want to thank our incredible employees, our leadership team, and our board of directors for their unwavering dedication and resilience throughout this journey. And to our shareholders: this is the moment we've been working toward. We believe this business combination significantly strengthens the foundation of your investment and positions us for sustained momentum and future growth."

[1] According to Statista, the global commodities market is valued at approximately US$142.85 trillion. Source: Statista, Global Commodities Market Outlook

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Henry McPhie, incoming CEO of the combined company added, "Since announcing the LOI for the transaction, we've received an overwhelmingly positive response from the market, reflecting strong investor confidence in the value and potential of this transaction. With the signing of the definitive agreement, we're thrilled to move ahead with the BioSig team to complete the combination and bring Streamex to the public market."

Strategic Advisor Additions Post Closing

- Mr. Frank Giustra has agreed to join as a Strategic Investor and Advisor on Commodities.
  - Founder of Wheaton Precious Metals ($37B)
  - Founder of GoldCorp, acquired by Newmont ($57B)
  - Founder of LionsGate Films ($2B)
- Mr. Mathew August has agreed to join as a Strategic Advisor on US Capital Markets.
  - Executive Chairman of Atlas Capital Partners a New York, NY based single family office investment firm and merchant bank
  - Active Venture Capitalist with significant investments within the Defense Tech, FinTech, Aerospace and other diversified industries
- Mr. Mitchell Williams has agreed to join as a Strategic Advisor on US Capital Markets.
  - Managing Partner of a Private Investment Firm
  - Former Senior Managing Director, Head of Public Markets at Wafra Inc.
  - Former Sole Portfolio Manager of $4+ Billion at Oppenheimer Funds

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About Streamex Exchange Corporation

Streamex is a real-world asset (RWA) tokenization company focused in the commodities space. With the goal to bring commodity markets on chain, Streamex has developed primary issuance and exchange infrastructure that will revolutionize commodity finance. Streamex is led by a group of highly successful and seasoned executives from financial, commodities and blockchain industries.

Streamex believes the future of finance lies in tokenization, innovative investment strategies, and decentralized markets. By merging advanced financial technologies with blockchain transparency, Streamex has created infrastructure and solutions that enhance liquidity, accessibility, and efficiency. Streamex's goal is to bridge the gap between traditional finance and the digital economy, unlocking new opportunities for investors and institutions worldwide.

Terms of Share Exchange

- In exchange for 100% of their shares of Streamex, existing Streamex shareholders will be entitled to receive 75% of the fully diluted BioSig common stock outstanding on the date of the share exchange agreement. Initially, upon the closing, pursuant to Nasdaq listing rules, the Streamex shareholders will be entitled to receive 19.9% of the outstanding BioSig common stock pre-transaction. BioSig will then seek a vote of its current shareholders to approve the transaction; if such approval is obtained, the Streamex shareholders will have the right to receive in the aggregate the full number of shares of BioSig common stock equaling 75% of the fully diluted BioSig common stock pre-transaction.

- After shareholder approval, if obtained, current BioSig shareholders and holders of common stock equivalents will hold 25% of the fully diluted BioSig common stock outstanding.

Immediately after the Closing, the Board of directors of BioSig will be comprised of six members, four designated by BioSig. who are Anthony Amato, Chris Baer, Donald F. Browne, Steven E. Abelman and two designated by Streamex, who are Mr. McPhie and Mr. Lekstrom (who will also be Chairman of the BioSig Board).

- To the extent required by NASDAQ's change of control rules and regulations, the Company will file an initial listing application for its common stock.

Forward Looking statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements may be preceded by the words "intends," "may," "will," "plans," "expects," "anticipates," "projects," "predicts," "estimates," "aims," "believes," "hopes," "potential" or similar words. Forward-looking statements are not guarantees of future performance, are based on certain assumptions, and are subject to various known and unknown risks and uncertainties, many of which are beyond the Company's control. It is possible that the Company's actual results and financial condition may differ, possibly materially, from the anticipated results and financial condition indicated in these forward-looking statements, depending on factors including whether the Company will be able to realize the benefits of the completed transaction described herein, whether shareholder approval of the transaction will be obtained and whether the Company will be able to maintain compliance with Nasdaq's listing criteria in connection with the contemplated transaction and otherwise. For a discussion of other risks and uncertainties, and other important factors, any of which could cause BioSig's actual results to differ from those contained in forward-looking statements, see BioSig's filings with the Securities and Exchange Commission, including the section titled "Risk Factors" in BioSig's Annual Report on Form 10-K, filed with the SEC on April 15, 2025. The Company assumes no obligation to publicly update or revise its forward-looking statements as a result of new information, future events or otherwise, except as required by law.

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