

*The Instructions accompanying this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed. You are strongly urged to read the accompanying Management Information Circular before completing this Letter of Transmittal. Endeavor Trust Corporation or your broker or other financial advisor will assist you in completing this Letter of Transmittal. All deposits under this Letter of Transmittal are irrevocable and may not be withdrawn.*

THIS LETTER OF TRANSMITTAL IS FOR DEPOSITING YOUR SHARES (AS DEFINED BELOW) IN CONNECTION WITH A PROPOSED PLAN OF ARRANGEMENT INVOLVING CLOUDMD SOFTWARE & SERVICES INC. AND 1480775 B.C. LTD. (AN AFFILIATE OF CPS CAPITAL).

SHAREHOLDERS WHOSE SHARES ARE REGISTERED IN THE NAME OF AN INTERMEDIARY (SUCH AS A BROKER, INVESTMENT DEALER, BANK, TRUST COMPANY OR OTHER INTERMEDIARY) SHOULD NOT USE THIS LETTER OF TRANSMITTAL BUT RATHER SHOULD CONTACT THAT INTERMEDIARY FOR INSTRUCTIONS AND ASSISTANCE IN DEPOSITING THOSE SHARES IN ACCORDANCE WITH THE TERMS OF THE ARRANGEMENT (AS DEFINED BELOW).

IT IS IMPORTANT THAT YOU VALIDLY COMPLETE, DULY EXECUTE AND RETURN THIS LETTER OF TRANSMITTAL ON A TIMELY BASIS IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED HEREIN. THIS LETTER OF TRANSMITTAL MUST BE VALIDLY COMPLETED, DULY EXECUTED AND RETURNED TO ENDEAVOR TRUST CORPORATION IN ORDER TO DEPOSIT YOUR SHARES IN CONNECTION WITH THE ARRANGEMENT.

**LETTER OF TRANSMITTAL  
to accompany certificates  
for common shares of**

**CLOUDMD SOFTWARE & SERVICES INC.**

This Letter of Transmittal, properly completed and duly executed by a registered holder (a “**Shareholder**”) of common shares (“**Shares**”) of CloudMD Software & Services Inc. (“**CloudMD**”), together with all other required documents, must accompany certificates representing Shares deposited in connection with the proposed arrangement (the “**Arrangement**”) involving CloudMD and 1480775 B.C. Ltd. (the “**Purchaser**”), that is being submitted for approval at the special meeting of securityholders of CloudMD to be held on June 27, 2024, as may be adjourned or postponed (the “**Meeting**”) as described in a management information circular dated May 29, 2024 (the “**Circular**”). Capitalized terms used but not defined in this Letter of Transmittal have the meanings set out in the Circular.

Under the terms of the arrangement agreement between CloudMD and the Purchaser dated May 14, 2024 (the “**Arrangement Agreement**”), each Shareholder will receive \$0.04 in cash for each Share held (the “**Consideration**”).

All aggregate amounts of cash consideration to be received under the plan of arrangement (the “**Plan of Arrangement**”) will be calculated to the nearest cent (\$0.01). Shareholders should refer to the full text of the Plan of Arrangement which is appended to the Circular as Appendix B.

**In order to receive the Consideration under the Arrangement, Shareholders are required to deposit the certificate(s) representing the Shares held by them with Endeavor Trust Corporation (the “**Depository**”). This Letter of Transmittal, properly completed and duly executed, together with all other required documents, must accompany all certificates for Shares deposited in exchange for the applicable Consideration pursuant to the Arrangement.**

As of the date that the Arrangement becomes effective (the “**Effective Date**”), you will cease to be a shareholder of CloudMD and will only be entitled to receive the amount of Consideration to which you are entitled under the Arrangement upon delivery of all required documents to the Depository.

**Completion of the Arrangement is subject to the satisfaction of certain conditions. No payment of any Consideration will be made prior to the Effective Date. Reference should be made to the Circular for more information regarding expected timing for completion of the Arrangement.**

**TO: CLOUDMD SOFTWARE & SERVICES INC.**

**AND TO: 1480775 B.C. LTD.**

**AND TO: ENDEAVOR TRUST CORPORATION at its office set out herein.**

**Please read the Circular and the instructions set out below carefully before completing this Letter of Transmittal. Delivery of this Letter of Transmittal to an address other than as set forth herein will not constitute valid delivery. If Shares are registered in different names, a separate Letter of Transmittal must be submitted for each different registered owner. See Instruction 2.**

The Depositary, or your broker or other financial advisor, can assist you in completing this Letter of Transmittal (see the back page of this document for addresses and telephone numbers of the Depositary). Persons whose Shares are registered in the name of a broker, dealer, bank, trust company or other nominee should immediately contact such registered holder for assistance.

In connection with the Arrangement being considered for approval at the Meeting, the undersigned delivers to you the enclosed certificate(s) for Shares. The following are the details of the enclosed certificate(s), as applicable: *(Please print or type)*

Certificate Number(s)	Name(s) of Registered Holders (Please fill in the name exactly as it appears on the certificate(s))	Number of Shares Represented by this certificate
<b>Total Number of Shares</b>		

*(If the space is not sufficient, please attach a list in the above form)*

The undersigned transmits herewith the certificate(s), as applicable, described above for transfer upon the Arrangement becoming effective. The undersigned acknowledges receipt of the Circular and represents and warrants that the undersigned has good and sufficient authority to deposit, sell and transfer the Shares represented by the enclosed certificate(s), as applicable, (the “**Deposited Shares**”) and at 12:01 a.m. (Vancouver time) on the Effective Date (the “**Effective Time**”), the Purchaser will acquire good title to the Deposited Shares free from all liens, charges, encumbrances, claims and equities and in accordance with the following:

**IN CONNECTION WITH THE ARRANGEMENT AND FOR VALUE RECEIVED** the undersigned hereby surrenders to the Purchaser, upon the terms and subject to the conditions set forth in the Circular and in this Letter of Transmittal, at the Effective Time all of the right, title and interest of the undersigned in and to the Deposited Shares and in and to any and all dividends, distributions, payments, securities, rights, warrants, assets or other interests (collectively, “**distributions**”) which may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them as and from the Effective Time (except for those payments under the Arrangement), and the Deposited Shares, as well as the right of the undersigned to receive any and all distributions, shall have been surrendered, assigned and transferred to the Purchaser in exchange for the Consideration for each Deposited Share, subject to the rounding as described above.

The undersigned acknowledges receipt of the Circular and represents and warrants that, as of the date hereof and as of the Effective Time:

- (i) the undersigned is, and will immediately prior to the Effective Time be, the registered holder of the Deposited Shares and owns all rights and benefits arising from the Deposited Shares;

- (ii) the undersigned has good title to the Deposited Shares free and clear of all mortgages, liens, charges, encumbrances, restrictions, security interests, equities and claims and at the Effective Time, the Purchaser will acquire good title to the Deposited Shares free from all mortgages, liens, charges, encumbrances, restrictions, security interests, equities and claims and in accordance with the Plan of Arrangement;
- (iii) the undersigned has full power and good and sufficient authority to execute and deliver this Letter of Transmittal and to deposit, sell, assign and transfer the Deposited Shares;
- (iv) when the aggregate Consideration to which the undersigned is entitled pursuant to the Plan of Arrangement, less any applicable withholdings, is paid, none of the Purchaser or CloudMD or any affiliate or successor of such persons will be subject to any adverse claim in respect of the Deposited Shares, and effective upon the undersigned's receipt of such Consideration the undersigned, intending to be legally bound, hereby releases and discharges the Purchaser and CloudMD and their respective affiliates and their respective directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Releasees**") fully, finally and forever, from all and any manner of claims, actions, rights, causes of action, suits, obligations, liabilities, debts, due sums of money, agreements, promises, damages, judgments, executions, accounts, expenses, costs, attorneys' fees and demands whatsoever, whether in law, contract or equity, whether known or unknown, matured or unmatured, foreseen or unforeseen (collectively, "**Claims**"), arising out of events existing or occurring contemporaneously with or prior to the consummation of the Arrangement, in each case, in the undersigned's capacity as a shareholder of CloudMD (or its predecessors) or otherwise relating to the undersigned's acquisition, ownership, control or sale of the Deposited Shares; provided, that nothing contained herein shall operate to release any liabilities of a Releasee based upon, arising out of or relating to, without duplication, this Letter of Transmittal. This release may not be altered except in a writing signed by the person or entity against whose interest such change shall operate;
- (v) all information inserted by the undersigned into this Letter of Transmittal is true, accurate and complete;
- (vi) the Deposited Shares have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the Deposited Shares to any person other than pursuant to the Arrangement and the undersigned will not, prior to the Effective Time, transfer or permit to be transferred any Deposited Shares; and
- (vii) the delivery of the applicable Consideration will discharge any and all obligations of the Purchaser, CloudMD and the Depository with respect to the matters contemplated by this Letter of Transmittal and the Arrangement.

These representations and warranties will survive the completion of the Arrangement.

From and after the Effective Time, the undersigned irrevocably constitutes and appoints any officer of the Purchaser, and any other person designated by the Purchaser in writing, the true and lawful agent, attorney and attorney-in-fact of the undersigned with respect to the Deposited Shares purchased in connection with the Arrangement with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable) to, in the name of and on behalf of the undersigned, (a) register or record the transfer of such Deposited Shares on the registers of CloudMD; and (b) execute and negotiate any cheques or other instruments representing any distribution payable to or to the order of the undersigned.

The undersigned revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the Deposited Shares other than as set out in this Letter of Transmittal and in any proxy granted for use at the Meeting. Other than in connection with the Meeting, no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, will be granted with respect to the Deposited Shares, unless the Deposited Shares are not taken up and paid for in connection with the Arrangement.

The undersigned covenants and agrees to execute all such documents, transfers and other assurances as may be reasonably necessary to convey the Deposited Shares and distributions effectively to the Purchaser.

Each authority conferred or agreed to be conferred by the undersigned in this Letter of Transmittal may be exercised during any subsequent legal incapacity of the undersigned and all obligations of the undersigned in this Letter of Transmittal shall survive the death, legal incapacity, bankruptcy or insolvency of the undersigned and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

The undersigned acknowledges that, in accordance with the Arrangement, the Purchaser, CloudMD and the Depositary shall be entitled to deduct or withhold from any consideration payable or otherwise deliverable to any holder of Shares, including holders of Shares exercising Dissent Rights, such amounts as CloudMD, the Purchaser or the Depositary are, or reasonably believe to be, required, entitled or permitted to deduct or withhold from such consideration under Tax Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the former registered Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. The undersigned acknowledges that it has consulted or has had the opportunity to consult its own tax advisor with respect to the potential income tax consequences to it of the Arrangement, including any elections to be made in respect thereof.

The undersigned authorizes and directs Endeavor Trust Corporation upon the Arrangement becoming effective, to (i) send the Consideration for the Deposited Shares via wire transfer; (ii) mail the cheque(s) representing the Consideration that the undersigned is entitled to pursuant to the Arrangement in exchange for the Deposited Shares, by first class mail, postage prepaid; or (iii) hold such cheque(s) for pick-up, in accordance with the instructions given below. Should the Arrangement not proceed for any reason, the deposited certificates representing Shares and other relevant documents shall be returned in accordance with the instructions in the preceding sentence.

**BOX A**  
**ENTITLEMENT DELIVERY**

The Consideration will be issued and mailed to your existing registration unless otherwise stated. If you would like your Consideration issued to a different name or address, please complete BOX B

- MAIL CONSIDERATION TO ADDRESS ON RECORD  
**(DEFAULT)**
- MAIL CONSIDERATION TO A DIFFERENT ADDRESS  
(MUST COMPLETE BOX B)
- HOLD CONSIDERATION FOR PICKUP AT ENDEAVOR  
TRUST CORPORATION:

Endeavor Trust Corporation  
702 – 777 Hornby Street  
Vancouver, BC V6Z 1S4

**BOX B**  
**ISSUE PAYMENT TO 3<sup>rd</sup> PARTY\*:**

- CHECK BOX IF SAME AS EXISTING REGISTRATION  
**(DEFAULT)**

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(STREET NUMBER & NAME)

\_\_\_\_\_  
(CITY AND PROVINCE/STATE)

\_\_\_\_\_  
(COUNTRY AND POSTAL/ZIP CODE)

\_\_\_\_\_  
(TELEPHONE NUMBER (BUSINESS HOURS))

\_\_\_\_\_  
(SOCIAL INSURANCE/SECURITY NUMBER)

**\* IF THIS NAME OR ADDRESS IS DIFFERENT FROM YOUR  
REGISTRATION, PLEASE PROVIDE SUPPORTING  
TRANSFER DOCUMENTS (SEE INSTRUCTIONS 2 AND 3)**

**BOX C**  
**WIRE PAYMENT\***

**\*PLEASE NOTE THAT THERE IS A \$20 BANKING FEE ON WIRE PAYMENTS. ALTERNATIVELY, CHEQUE PAYMENTS ARE ISSUED AT NO ADDITIONAL COST.**

**\*IF WIRE DETAILS ARE INCORRECT OR INCOMPLETE, ENDEAVOR TRUST CORPORATION WILL ATTEMPT TO CONTACT YOU AND CORRECT THE ISSUE. HOWEVER, IF WE CANNOT CORRECT THE ISSUE PROMPTLY, A CHEQUE WILL BE AUTOMATICALLY ISSUED AND MAILED TO THE ADDRESS ON RECORD. NO FEES WILL BE CHARGED.**

Please provide email address and phone number in the event that we need to contact you for corrective measures:

**EMAIL ADDRESS:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_

**\*\*Beneficiary Name(s) that appears on the account at your financial institution – this MUST be the same name and address that your shares are registered to**

**\*\*Beneficiary Address (Note: PO Boxes will not be accepted)**

**\*\*City**

**\*\*Province/State**

**\*\*Postal Code/Zip Code**

**\*\*Beneficiary Bank/Financial Institution**

**\*\*Bank Address**

**\*\*City**

**\*\*Province/State**

**\*\*Postal Code/Zip Code**

PLEASE ONLY COMPLETE THE APPLICABLE BOXES BELOW, AS PROVIDED BY YOUR FINANCIAL INSTITUTION. YOU ARE NOT REQUIRED TO COMPLETE ALL BOXES

**\*\*Bank Account No.**

**Bank No. & Transit No. (Canadian Banks)**

(3 digits & 5 digits)

**ABA/Routing No. (US Banks)**

(9 digits)

**SWIFT or BIC Code**

(11 characters – if you only have eight, put 'XXX' for the last three)

**IBAN Number**

**Sort Code (GBP)**

**Additional Notes and special routing instructions:**

**\*\* Mandatory fields**

**BOX D**

*SIGNATURE GUARANTEE*

Signature guaranteed by  
(if required under Instruction 3):

\_\_\_\_\_  
(AUTHORIZED SIGNATORY)

\_\_\_\_\_  
(NAME OF GUARANTOR)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(TELEPHONE NO – BUSINESS HOURS)

**BOX E**

*SIGNATURE*

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(STREET NUMBER & NAME)

\_\_\_\_\_  
(CITY AND PROVINCE/STATE)

\_\_\_\_\_  
(COUNTRY AND POSTAL/ZIP CODE)

\_\_\_\_\_  
(TELEPHONE NUMBER (BUSINESS HOURS))

\_\_\_\_\_  
(EMAIL ADDRESS)

***PLEASE CLEARLY PRINT OR TYPE WHERE REQUIRED ABOVE***

## INSTRUCTIONS

### 1. Use of Letter of Transmittal

Do not send Share certificate(s) or this Letter of Transmittal to CloudMD or the Purchaser. If Shares are forwarded separately in multiple deliveries to the Depository, a properly completed and duly executed Letter of Transmittal must accompany each such delivery. Manually signed copies of the Letter of Transmittal will be accepted by the Depository.

The method used to deliver this Letter of Transmittal and any accompanying certificates representing Shares is at the option and risk of the holder, and delivery will be deemed effective only when such documents are actually received by the Depository. It is recommended that the necessary documentation be delivered through registered mail with return receipt requested, properly insured. A shareholder whose Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those Shares.

### 2. Signatures

This Letter of Transmittal must be filled in and signed by the holder of Shares described above or by such holder's duly authorized representative (in accordance with Instruction 4).

- (a) If this Letter of Transmittal is signed by the registered owner(s) of the accompanying certificate(s), such signature(s) on this Letter of Transmittal must correspond with the name(s) as registered or as written on the face of such certificate(s) without any change whatsoever, and the certificate(s) need not be endorsed. If such deposited certificate(s) are owned of record by two or more joint owners, all such owners must sign the Letter of Transmittal.
- (b) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the accompanying certificate(s):
  - (i) such deposited certificate(s) must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner(s);
  - (ii) the signature(s) on such endorsement or share transfer power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) and must be guaranteed as noted in Instruction 3 below; and
  - (iii) in the event that any transfer tax or other taxes become payable by reason of the transfer of the deposited certificate(s), the transferee or assignee must pay such taxes to the Depository or must establish to the satisfaction of the Depository that such taxes have been paid.

### 3. Guarantee of Signatures

If (a) this Letter of Transmittal is signed by a person other than the registered owner(s) of the Deposited Shares, or (b) if the Consideration is to be issued in the name of a person other than the registered owner of the Deposited Shares, or (c) in the event that the Arrangement is not completed, Deposited Shares are to be returned to a person other than such registered owner(s) or sent to an address other than the address of the registered owner(s) as shown on the registers of CloudMD, such signature must be guaranteed by an Eligible Institution (as defined below), or in some other manner satisfactory to the Depository (except that no guarantee is required if the signature is that of an Eligible Institution).

An "Eligible Institution" means a Canadian Schedule I chartered bank, a major trust company in Canada, a commercial bank or trust company in the United States, a member of the Securities Transfer Association Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP). Members of these programs

are usually members of a recognized stock exchange in Canada and the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States.

#### **4. Signed by a Representative**

If this Letter of Transmittal is signed by a person in a representative capacity, such as (a) an executor, administrator, trustee or guardian, or (b) on behalf of a corporation, partnership, or association, then in each case such signature must be guaranteed by an Eligible Institution, or in some other manner satisfactory to the Depository (except that no guarantee is required if the signature is that of an Eligible Institution). Either the Purchaser or the Depository, at its discretion, may require additional evidence of authority or additional documentation.

#### **5. Miscellaneous**

- (a) If the space on this Letter of Transmittal is insufficient to list all certificates for Deposited Shares, additional certificate(s) and number of Deposited Shares may be included on a separate signed list affixed to this Letter of Transmittal.
- (b) If Deposited Shares are registered in different forms (e.g. "John Doe" and "J. Doe") a separate Letter of Transmittal should be signed for each different registration.
- (c) No alternative, conditional or contingent deposits will be accepted.
- (d) All deposits made under this Letter of Transmittal are irrevocable and may not be withdrawn.
- (e) The Arrangement and any agreement in connection with the Arrangement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (f) Additional copies of the Circular and this Letter of Transmittal may be obtained from the Depository at any of its respective offices at the addresses listed below.
- (g) The Purchaser reserves the right, if so elected, in its absolute discretion, to instruct the Depository to waive any defect or irregularity contained in any Letter of Transmittal received by the Depository. The undersigned agrees that any determination made by the Purchaser as to validity, form and eligibility and acceptance of Deposited Shares will be final and binding. There shall be no duty or obligation of the Purchaser or the Depository to give notice of any defect or irregularity in any deposit and no liability shall be incurred for failure to do so.
- (h) Except where otherwise specified, all references to currency herein are to the lawful money of Canada and "\$" refers to Canadian dollars.
- (i) Before completing this Letter of Transmittal, you are urged to read the accompanying Circular.

#### **6. Lost Certificates**

If a share certificate has been lost, stolen or destroyed, this Letter of Transmittal should be completed as fully as possible and forwarded together with a letter describing the loss to the Depository. The Depository will respond with the replacement requirements (which may include an affidavit of loss and indemnity bonding requirements) that must be satisfied in order for the undersigned to receive the Consideration in accordance with the Arrangement.



## **7. Return of Certificates**

If the Arrangement does not proceed for any reason, any certificate(s) representing Shares received by the Depositary will be returned to you forthwith in accordance with your delivery instructions in Box A or Box B, or failing such address being specified, to the undersigned at the last address of the undersigned as it appears on the securities register maintained by or on behalf of CloudMD.

## **8. Privacy Notice**

The Depositary is committed to protecting your personal information. In the course of providing services to its clients, the Depositary receives non-public personal information – from transactions the Depositary performs, forms its clients send, other communications the Depositary has with its clients, etc. This information could include a person's name, address, social insurance number, securities holdings and other financial information. The Depositary uses this to administer the client's account, to better serve its clients' needs and for other lawful purposes relating to its services. Some of its clients' information may be transferred to servicers in the United States for data processing and/or storage. The Depositary will use the information you are providing in order to process your request and will treat your signature(s) and submission of this Letter of Transmittal as your consent to us so doing.





**The Depositary is:**

**ENDEAVOR TRUST CORPORATION**

***By Courier, Mail or Hand***

Suite 702, 777 Hornby Street  
Vancouver, BC V6Z 1S4

**For Inquiries Only**

Telephone: 1.604.559.8880  
E-Mail: [admin@EndeavorTrust.com](mailto:admin@EndeavorTrust.com)