

Side Letter Agreement re Clinical Study Data Disclosure

This Side Letter Agreement (“**Letter Agreement**”) is entered into effective as of February 1, 2024 (“**Effective Date**”). The purpose of this Letter Agreement is to set forth certain understandings and binding terms between Baxter Healthcare Corporation, a Delaware corporation (“**Baxter**”), and Spectral Medical Inc., a corporation organized and existing under the laws of Ontario (“**Spectral**”), in connection with the Supply and Distribution Agreement effective as of February 3rd, 2020, as amended (“**Supply Agreement**”). Capitalized terms used herein not otherwise defined in this Letter Agreement shall have the meaning ascribed to them in the Supply Agreement.

This Letter Agreement is being executed and delivered in connection with the Supply Agreement to set forth the mutual agreements and understandings of the Parties with respect to the TIGRIS Study data disclosure.

The Parties hereby agree to the following:

- a) TIGRIS Interim Data. Under the Supply Agreement, Spectral has an obligation to disclose to Baxter TIGRIS Interim Data once the TIGRIS Study reaches the 90-patient enrollment threshold (i.e., 60% of completion). To preserve the integrity of the clinical trial, Baxter hereby waives its right to receive such TIGRIS Interim Data. Consequently, Spectral shall not provide access to TIGRIS Interim Data to Baxter at time the 90-patient enrollment threshold is reached. Instead, Spectral shall notify Baxter in writing once the TIGRIS Study reaches the 90-patient enrollment number. Spectral shall provide Baxter with access to all PMX-related clinical trial data including the EUPHRATES and the TIGRIS studies upon conclusion of the TIGRIS Study. Additionally, Spectral shall provide Baxter with a copy of Spectral’s proposed premarket notification (“Proposed Premarket Notification” or “PMA”) submission to the FDA for the PMX Product.
- b) Continuing Effect. Except as specifically provided for in this Letter Agreement, all other provisions of the Supply Agreement, as amended, shall continue in full force and effect.

[Remainder of this page intentionally left blank; Signature page follows]

The Parties have caused their duly authorized representatives to execute this Letter Agreement as of the Effective Date first written above.

BAXTER HEALTHCARE CORPORATION

SPECTRAL MEDICAL, INC.

BY: Signed (Mauricio Benavente)

BY: Signed (Chris Seto)

NAME: Mauricio Benavente

NAME: Chris Seto

TITLE: Sr. Director Strategy, Business Development

TITLE: CEO