

THIRD AMENDMENT TO THE SUPPLY AND DISTRIBUTION AGREEMENT

THIS THIRD AMENDMENT (this "**Amendment**") TO THE SUPPLY AND DISTRIBUTION AGREEMENT dated as of February 3rd, 2020, as amended (the "**Agreement**") is effective as of February 1, 2024, (the "**Effective Date**") between BAXTER HEALTHCARE CORPORATION, a Delaware corporation having its principal place of business at One Baxter Parkway, Deerfield, Illinois 60015 ("**Baxter**"), and Spectral Medical Inc. ("**Spectral**"), a corporation organized and existing under the laws of Ontario, whose principal offices are located at 135 The West Mall, Toronto, Ontario, Canada M9C 1C2. Each of Baxter and Spectral is hereinafter referred to as "**Party**" and collectively as "**Parties**").

RECITALS

WHEREAS, the Parties desire to amend the Agreement regarding (i) an adjustment of the Term in accordance with the current timeline projections, and (ii) the inclusion of the additional EAA products and accessories for lab testing and related pricing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and agreements contained herein, the Parties hereto agree as follows:

1. Section 8.2(2) is hereby deleted in its entirety and replaced with the following:

"Within sixty (60) days of Spectral's written notification to Baxter that 60% of the TIGRIS Study has been completed through the enrollment of ninety (90) patients, Baxter shall have the right to make a \$1,500,000.00 USD (\$1.5 million) (the "Initial Milestone Exclusive Rights Payment") payment to Spectral, as partial consideration for a grant of exclusive distribution rights for the PMX Product in the United States. For the avoidance of doubt, the determination of whether to make the Initial Milestone Exclusive Rights Payment shall be at Baxter's sole discretion. [Redacted - Competitively sensitive information]."

2. The first paragraph in Section 17.1 up to but excluding the words "(1) Termination for Cause" is hereby deleted in its entirety and replaced with the following:

"Unless earlier terminated by Spectral or Baxter as provided herein, the term of this Agreement shall commence upon the Effective Date and shall continue in effect for ten (10) years following the date that the Marketing Authorization for the PMX Products in the United States is obtained (the "Initial Term"). Thereafter, the term of this Agreement shall automatically renew for two additional five-year periods (each, a "Renewal Term"), unless either Party notifies the other Party in writing of its intent not to renew this Agreement no less than seven (7) months prior to the end of the Initial Term or the then-current Renewal Term, as the case may be. Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term.""

3. Schedule "C" to the Agreement is hereby deleted in its entirety and replaced with the Schedule "C" attached hereto.

4. Except as specifically modified herein, the terms and conditions of the Agreement are hereby affirmed, confirmed, and ratified, and shall continue in full force and effect during the Term of the Agreement.
5. Except as otherwise provided herein, all capitalized terms shall have the meaning ascribed to them by the Agreement.

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

IN WITNESS WHEREOF, Baxter and Spectral have caused this Amendment to be executed by their duly authorized officers as of the Effective Date.

**BAXTER HEALTHCARE
CORPORATION**

SPECTRAL MEDICAL INC.

By: Signed (Gavin Campbell)

By: Signed (Chris Seto)

Name: Gavin Campbell

Name: Chris Seto

Title: President, Acute Therapies, Baxter

Title: CEO

Schedule "C"
Product Prices

PMX

[Redacted – Competitively sensitive information]

EAA

[Redacted – Competitively sensitive information]