

FIRST AMENDMENT TO THE SUPPLY AND DISTRIBUTION AGREEMENT

THIS FIRST AMENDMENT TO THE SUPPLY AND DISTRIBUTION AGREEMENT (this "**Amendment**") is effective as of October 28th, 2022, (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 entered Spectral has entered into a Supply and Distribution Agreement effective as of February 3rd, 2020 (the "**Agreement**");

WHEREAS, the Parties signed a Convertible Note Purchase Agreement on October 28th (the "Note Agreement");

WHEREAS, the Parties desire to amend the Agreement to reflect change in the Initial Milestone Exclusive Right Payment resulting from the Note Agreement;

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 receipt of the TIGRIS Interim Data, Baxter shall have the right to make a *[commercially sensitive information redacted]* (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. *[Commercially sensitive information redacted]."*

2. 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.
3. Except as otherwise provided herein, all capitalized terms shall have the meaning ascribed to them by the Agreement.

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

**BAXTER HEALTHCARE
CORPORATION**

SPECTRAL MEDICAL INC.

By: *[Signature redacted]*

By: *[Signature redacted]*

Name: Steven Maciejewski

Name: Chris Seto

Title: VP, Strategy, BD&L, and PMO

Title: CEO
