

SECOND AMENDMENT TO THE SUPPLY AND DISTRIBUTION AGREEMENT

THIS SECOND AMENDMENT TO THE SUPPLY AND DISTRIBUTION AGREEMENT (this "**Amendment**") is effective as of September 6, 2023, (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 into a Supply and Distribution Agreement effective as of February 3rd, 2020, as amended (the "**Agreement**");

WHEREAS, on November 2, 2022, Spectral signed a convertible note payable to Baxter under the terms and condition of the Securities Purchase Agreement dated October 28, 2022 (the "**First Convertible Note Agreement**");

WHEREAS, on September 6, 2023, Spectral signed another Convertible Note payable to Baxter (the "**Second Convertible Note Agreement**");

WHEREAS, the Parties desire to amend the Agreement to (i) add two definitions for clarity purposes (ii) reflect a change in the regulatory submission timeline for Baxter HP-X model, (iii) update timelines for commencement of the Minimum Purchase Requirements and (iv) revise Second Milestone Exclusive Right Payment provision resulting from the Second Convertible 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. The following definitions are hereby added to Schedule "A":

"PrisMax Sub-Study" means a subgroup study of the Tigris Study using the PrisMax System Version 3 and Prismaflex HP-X."

"SAMI Device" means a Continuous Renal Replacement Therapy device commercialized by Spectral, under the brand name the "SAMI CRRT System" or the "SAMI System", and utilized in a sub-study of the Tigris Study that seeks regulatory approval of the PMX Product in the United States."

2. Section 4.1(3) is hereby deleted in its entirety and replaced with the following:

"Within ninety (90) days of the last of the following to occur (i) the FDA's approval of the PMA for the PMX Product in the United States, and (ii) completion of the PrisMax Sub-Study, Baxter will submit, at Baxter's expense, a 510k for the HP-X model demonstrating compatibility for use of such HP-X model with the PMX Product on PrisMax devices in

the United States provided, however, that Baxter shall not be held liable nor in breach of its contractual obligation for the 510k HP-X submission requirement set forth in this Section 4.1(3) in the event FDA does not, for whatever reason, recognize or accept the guidance regarding SAMI 510k clearance as such has been memorialized in the Memorandum of Understanding signed by Spectral, and dated August 20, 2023.”

3. Section 7.2(1) is hereby deleted in its entirety and replaced with the following:

“7.2(1) Minimum Purchase Requirements for PMX Products

(1) Minimum Purchase Requirement.

In order to maintain the Exclusive Distribution Rights, Baxter must purchase and take annual delivery of no less than the following quantities of Units of PMX Products after the Marketing Authorization for the PMX Products in the United States of America ("**Minimum Purchase Requirements**"), as follows:

[Redacted]

4. Section 8.2(3) is hereby deleted in its entirety and replaced with the following:

“Within ninety (90) days of regulatory approval of the PMA for PMX in the United States, Baxter shall have the right to make a second exclusive rights payment to Spectral (the "Second Milestone Exclusive Rights Payment"), in the amount specified below, as the second part of the 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 Second Milestone Exclusive Rights Payment shall be at Baxter's sole discretion. The amount of the Second Milestone Exclusive Rights Payment shall be [Redacted] if the Relative Mortality Benefit is [Redacted] or greater and [Redacted] if the Relative Mortality Benefit is less than [Redacted].

5. 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.

6. 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 Second Amendment to be executed by their duly authorized officers as of the Effective Date.

**BAXTER HEALTHCARE
CORPORATION**

SPECTRAL MEDICAL INC.

By: [Redacted]

By: [Redacted]

Name: [Redacted]

Name: [Redacted]

Title: [Redacted]

Title: [Redacted]