Execution Version

STOCK PURCHASE AGREEMENT

by and among

NOVAMIND VENTURES, INC.,
an Ontario business corporation,

NUMINUS WELLNESS INC.,
a British Columbia corporation,

NUMINUS WELLNESS UT INC.,
a Utah Corporation

and

STELLA CENTER UTAH, LLC,
a Delaware limited liability company

Dated as of November 13, 2024

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement, dated as of November 13, 2024 (this "Agreement"), is entered into by and among (i) Stella Center Utah, LLC, a Delaware limited liability company ("Purchaser"); (ii) Numinus Wellness UT Inc., a Utah corporation (the "Company"), (iii) Novamind Ventures Inc., an Ontario business corporation (the "Seller"); and (iv) Numinus Wellness Inc., a British Columbia corporation ("Parent" and together with Seller, the "Seller Parties" and each, a Seller Party). Each of Purchaser and each Seller Party (as applicable) may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Seller owns all of the issued and outstanding shares of common stock, no par value, of the Company (the "Shares");

WHEREAS, Parent is the indirect owner of all of the issued and outstanding Equity Securities of the Seller; and

WHEREAS, the Seller desires to sell and transfer to Purchaser, and Purchaser desires to acquire from the Seller, the Shares, on the terms and conditions and as more specifically provided in this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises, representations and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. Capitalized terms and other terms used in this Agreement have the following respective meanings:

"2025 Q1 Earnout Period" means the period beginning on January 1, 2025 and ending on March 31, 2025.

"2025 Q2 Earnout Period" means the period beginning on April 1, 2025 and ending on June 30, 2025.

"Accounting Referee" has the meaning set forth in Section 2.04(c)(i).

"Acquisition Proposal" means, other than Contemplated Transactions, any bona fide inquiry, proposal or offer for (a) any sale, lease, license, exchange, transfer or other disposition of all or substantially all of the assets, Intellectual Property or business of the Company to any Person or group of related Persons, taken as a whole, the sale whether by merger, consolidation, business combination, stock or asset sale, disposition, similar transaction or otherwise, other than of their respective products or services in the ordinary course of business consistent with past practice, or (b) any acquisition, whether by tender offer, share exchange, merger or in any other manner, by any Person or group of related Persons, in one or a series of related transactions, of more than 50% of the total equity securities (determined by either total voting power or fair market value) of the Company, *provided, however*, that "Acquisition Proposal" will not be deemed to include any reorganization by the current direct or indirect equity holders of the Company.

"Affiliate" of any Person means another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. The term "control" (including the terms "controlled by" and "under common control with"), whether through the ownership of voting securities, as trustee or executor, by Contract or otherwise, means (a) the possession, directly or indirectly, of the power to vote 10% or more of the securities or other equity interests of a Person having voting power; (b) the possession, directly or indirectly, of power to direct or cause the direction of the management or policies of a Person, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person.

"Affordable Care Act" has the meaning set forth in Section 5.16(m).

"Agreement" has the meaning set forth in the Preamble.

"Ancillary Agreements" means the documents, instruments, certificates and agreements executed in connection with this Agreement and the Contemplated Transactions, including but not limited to the Trademark License Agreement, the Transition Services Agreement, the Intellectual Property Assignment, the Data Sharing Agreement, and the Sublease Agreements.

"Assigned Intellectual Property" has the meaning set forth in Section 5.19.

"Assumed Indebtedness" means the Change Healthcare Indebtedness.

"Base Purchase Price" means $2,080,000.

"Basket" has the meaning set forth in Section 11.03(b).

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in Chicago, Illinois are not open for business.

"Business Associate" means a "business associate" as defined in 45 C.F.R. § 160.103 of HIPAA.

"Business Associate Agreement" means a written agreement between a Business Associate and a Covered Entity that satisfies the requirements set forth in HIPAA (including under 45 C.F.R. §§ 164.308(b) and 164.502(e)) and contains all elements required by HIPAA (including under 45 C.F.R §§ 164.314(a) and 164.504(e)).

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (as may be amended or modified).

"Cash" means the aggregate amount (which may be positive or negative) of all cash, cash equivalents and marketable securities, including the amount of any received and uncleared checks, wires and/or drafts, less the amount of any (i) security deposits, restricted cash and/or escrowed cash and (ii) issued but uncleared checks, wires and/or drafts, in each case, calculated in accordance with GAAP as of the Effective Time.

"Claim Expiration Date" has the meaning set forth in Section 11.02(c).

"Closing" has the meaning set forth in Section 3.01.

"Closing Date" has the meaning set forth in Section 3.01.

"Closing Purchase Price" means (i) the Base Purchase Price, (ii) plus the Estimated Cash Amount (iii) plus the Estimated Working Capital Adjustment Amount, (iv) minus the Estimated Indebtedness Amount, (v) minus the Estimated Transaction Expenses Amount.

"Closing Statement" has the meaning set forth in Section 2.04(a).

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreement" has the meaning set forth in Section 5.17(c).

"Company" has the meaning set forth in the Preamble.

"Company Benefit Plan" or "Company Benefit Plans" has the meaning set forth in Section 5.16(a).

"Company Intellectual Property" means all Owned Intellectual Property and Licensed Intellectual Property.

"Company IT Systems" has the meaning set forth in Section 5.11(k).

"Company Permits" has the meaning set forth in Section 5.19(a).

"Confidentiality Agreement" means the Confidentiality Agreement dated as of March 18, 2024, by and between Parent and Stella MSO, LLC, as modified, amended and supplemented.

"Contemplated Transactions" means Purchaser's acquisition of the Shares and all other transactions contemplated by this Agreement.

"Contract" means, with respect to any Person, any written or oral agreement, contract, understanding, arrangement, instrument, note, guaranty, indemnity, deed, assignment, Payor Contract, power of attorney, purchase order, work order, insurance policy, lease, license, commitment, assurance or undertaking to which such Person is a party, by which it or its assets are bound or subject.

"Covered Entity" means a "covered entity" as defined in 45 C.F.R. § 160.103 of HIPAA.

"Current Assets" means the current assets of the Company, net of reserves, as determined in accordance with GAAP, which as of the Closing Date shall include only those line items set forth under the heading "Current Assets" on the illustrative Working Capital calculation attached as Exhibit E. For the avoidance of doubt, "Current Assets" shall exclude (i) Cash and all income Tax assets and deferred Tax assets of the Company and (ii) and any items attributable to Cedar Clinical Research, Inc.

"Current Liabilities" means the current Liabilities of the Company as determined in accordance with GAAP, which as of the Closing Date shall include only those line items set forth under the heading "Current Liabilities" on the illustrative Working Capital calculation attached as Exhibit E. For the avoidance of doubt, and notwithstanding anything to the contrary, "Current Liabilities" shall exclude (a) all Indebtedness of the Company and Transaction Expenses; (b) all income Tax Liabilities and deferred Tax Liabilities of the Company; and (c) and any items attributable to Cedar Clinical Research, Inc.

"D&O Policy" has the meaning set forth in Section 7.10(a).

"Damages" means, with respect to any Person, all losses, Liabilities, obligations, costs, expenses, Liens, Taxes, damages, court costs or reasonable attorneys' fees and expenses and the cost of enforcing any right to indemnification under this Agreement incurred or suffered by such Person.

"Data Sharing Agreement" has the meaning set forth in Section 7.11.

"Disclosure Schedule" has the meaning set forth in the introduction to Article IV.

"Earnout Consideration" means the amounts, if any, to be paid in accordance with Section 2.05.

"Employment Agreements" has the meaning set forth in Section 3.02(a)(xiv).

"Entity" means any corporation, partnership, limited liability company, professional association, trust or other entity.

"Environmental Law" means any applicable Law or binding agreement with any Governmental Entity: (a) relating to pollution (or the cleanup of pollution) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, indoor air, soil, land surface, surface water, groundwater, drinking water, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Material.

"Environmental Permits" means any Permit required by or necessary to maintain compliance with Environmental Laws.

"Equity Security" means (a) any common, preferred, or other capital stock, limited liability company interest, unit or membership interest, partnership interest or similar security; (b) any warrants, options, or other rights to, directly or indirectly, acquire any security described in clause (a); (c) any other security containing equity features or profit participation features (including any phantom interest, restricted stock, stock appreciation right, profits participation right or any similar interest); (d) any security or instrument convertible or exchangeable directly or indirectly, with or without consideration, into or for any security described in clauses (a) through (c) above or another similar security (including convertible notes); and (e) any security carrying any warrant or right to subscribe for or purchase any security described in clauses (a) through (d) above or any similar security.

"ERISA" has the meaning set forth in Section 5.16(a).

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Company or any of its subsidiaries is treated as a single employer under Section 414 of the Code.

"Estimated Cash Amount" has the meaning set forth in Section 2.03(a).

"Estimated Closing Statement" has the meaning set forth in Section 2.03(a).

"Estimated Indebtedness Amount" has the meaning set forth in Section 2.03(a).

"Estimated Transaction Expenses Amount" has the meaning set forth in Section 2.03(a).

"Estimated Working Capital Adjustment Amount" means an amount (which may be positive or negative) equal to the Estimated Working Capital Amount minus the Working Capital Target.

"Estimated Working Capital Amount" has the meaning set forth in Section 2.03(a).

"Final Cash Amount" means the dollar amount of the Cash, as deemed final, binding, and conclusive in accordance with either subsection (b), (c)(i), or (c)(ii) of Section 2.04, as applicable.

"Final Indebtedness Amount" means the dollar amount of the Indebtedness, as deemed final, binding, and conclusive in accordance with either subsection (b), (c)(i), or (c)(ii) of Section 2.04, as applicable.

"Final Purchase Price" means (i) the Base Purchase Price, (ii) plus the Final Cash Amount, (iii) plus the Final Working Capital Adjustment Amount, (iv) minus the Final Indebtedness Amount, (v) minus the Final Transaction Expenses Amount.

"Final Transaction Expenses Amount" means the dollar amount of the Transaction Expenses, as deemed final, binding, and conclusive in accordance with either subsection (b), (c)(i), or (c)(ii) of Section 2.04, as applicable.

"Final Working Capital Adjustment Amount" means an amount (which may be positive or negative) equal to the Final Working Capital Amount minus the Working Capital Target.

"Final Working Capital Amount" means the dollar amount of the Working Capital, as deemed final, binding, and conclusive in accordance with either subsection (b), (c)(i), or (c)(ii) of Section 2.04, as applicable.

"Financial Statements" has the meaning set forth in Section 5.06.

"FDA" means the U.S. Food and Drug Administration.

"Fraud" means the making by a party hereto, to another party hereto, of a representation or warranty contained in this Agreement or in any Ancillary Agreement by the first such party; provided, that at the time such representation or warranty was made by such party, (i) such representation or warranty was inaccurate, (ii) such party had knowledge that such representation or warranty was inaccurate, (iii) in making such representation or warranty the Person(s) with knowledge of the inaccuracy thereof had the intent to deceive the other party and to induce such other party to enter into this Agreement, and (iv) such other party acted in reasonable reliance on such representation or warranty and suffered Damages as a result of such reliance. For the avoidance of doubt, "Fraud" does not include equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including fraud) based on negligence or recklessness that do not require an actual intent to defraud.

"Fundamental Representations" means the representations and warranties set forth in Article IV (Representations and Warranties Relating to the Seller Parties), Section 5.01 (Organization and Standing), Section 5.02 (Capitalization; Subsidiaries), Section 5.03 (Authority; Execution and Delivery; Enforceability), Section 5.04 (Noncontravention), Section 5.05 (Consents), Section 5.19 (Permits), Section 5.20 (Healthcare Laws and Compliance), Section 5.26 (Brokers), Section 6.01 (Authority; Execution and Delivery; Enforceability) Section 6.02(c) (Noncontravention) and Section 6.05 (Brokers).

"GAAP" means United States generally accepted accounting principles as in effect (i) with respect to financial information for periods on or after the Closing Date, as of the date of this Agreement, and (ii) with respect to financial information for periods prior to the Closing Date, as of such applicable time.

"Government Person" has the meaning set forth in Section 5.25.

"Governmental Health Program" means any federal health program as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, Medicaid, TRICARE, CHAMPVA, and state healthcare programs (as defined therein), and any health insurance program for the benefit of federal employees, including those under chapter 89 of title 5, United States Code.

"Governmental Entity" means any federal, state, local or foreign government or any court of competent jurisdiction, administrative or regulatory body, agency, department, office, bureau, or commission or other governmental authority or instrumentality in any domestic or foreign jurisdiction, and any appropriate division of any of the foregoing or any corporation or other Entity owned or controlled in whole or in part by any of the foregoing (including any sovereign wealth fund and any crown corporation).

"Hazardous Material" means: (a) any material, substance, gas, matter or waste classified, designated, characterize or otherwise regulated as "hazardous," "Toxic," "radioactive," or a "pollutant," "contaminant," or words of similar meaning by any Governmental Entity with jurisdiction over the environment, (b) any petroleum, waste oil, crude oil, asbestos, urea formaldehyde or polychlorinated biphenyl; or (c) any other substance, material or waste (regardless of physical form) or form of energy that is subject to any Law which regulates or establishes standards of conduct in connection with, or which otherwise relates to, the protection of human health, the environment, plant life, animal life, natural resources, property or the enjoyment of life or property from the presence of any solid, liquid, gas, odor, noise or form of energy; and (d) any compound, mixture, solution, product or other substance or material that contains any substance or material referred to in clause (a), (b), (c) or (d) above.

"Healthcare Laws" means all applicable healthcare-related Laws, including without limitation, all Laws relating to the regulation, provision, management, administration of or payment for healthcare goods, items or services including: (i) 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; 42 U.S.C. § 1320a-7a (the Civil Monetary Penalty Statute); 33 U.S.C. § 3729 (the Federal False Claims Act); any applicable state and federal controlled substance and drug diversion Laws, including 22 U.S.C. § 33 (the Federal Controlled Substances Act); Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (the Medicare statute), the Public Health Service Act (42 U.S.C. §§ 201 et seq.), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); the Criminal False Claims Statutes (e.g., 18 U.S.C. §§ 287, 1001, 1035, 1347, 1516); the Exclusion Laws, 42 U.S.C. § 1320a-7; the 21st Century Cures Act (Pub. L. 114-255); the anti-inducement law, 42 U.S.C. § 1320a-7a(a)(5); the Travel Act (18 U.S.C. § 1952); the Eliminating Kickbacks in Recovery Act of 2018 (Pub. L. 115-271, § 8122); the Clinical Laboratory Improvement Amendments of 1988; HIPAA (as defined below), 42 C.F.R. Part 2 and any similar state and local Laws that address the subject matter of the foregoing; 42 C.F.R. Part 2; the Public Health Service Act (42 U.S.C. §§ 201 et seq.); the Deficit Reduction Act of 2005; the Patient Protection and Affordable Care Act of 2010; and (ii) any Laws with respect to healthcare-related fraud and abuse, false claims, self-referral, fee splitting or sharing of professional fees, patient brokering or inducement, participation in Payors, Payor Contracts, anti-kickback, billing, coding, coverage, conditions of participation, supervision requirements, reimbursement, the practice of medicine, institutional and professional licensure, pharmacology and the securing, administering, dispensing and prescribing of drugs, devices, medicines, and controlled substances, laboratory services, unprofessional conduct, referrals, documentation and submission of claims, claims processing, managed care, quality, safety, medical necessity, medical privacy and security, patient confidentiality, informed consent, the hiring of employees or acquisition of services or supplies from Persons excluded from participation in Government Healthcare Programs, standards of care, telehealth, modality, quality assurance, risk management, utilization review, peer review, mandated reporting of incidents, occurrences, diseases, and events, the advertising and marketing of healthcare services, Healthcare Provider credentialing and licensing, the corporate practice of medicine and licensed professionals, and Healthcare Permits. For purposes of clarification, all Laws include but are not limited to all same or similar state, regional, and local Law counterparts to any of the foregoing; and any amendments or regulations promulgated pursuant to any Laws listed or referenced above.

"Healthcare Permits" means any and all licenses, permits, certifications, authorizations, approvals, franchises, registrations, enrollments, filings, accreditations, letters of non-reviewability, certificates of need, consents, supplier or provider numbers, qualifications, Payor Contracts, operating authority, and/or

any other permit or permission which are material to or legally required for the operation of the business of the Company as currently conducted or in connection with each such Person's ability to own, lease, operate or manage any of its property or the business, in each case that are issued or enforced by a Governmental Entity with jurisdiction over any Healthcare Law.

"Healthcare Provider" means any physician, physician assistant, advance practice nurse, nurse, technician and other professional or clinical personnel or allied healthcare professionals providing healthcare services on behalf of, or otherwise retained by, the Company on a full or part time basis, as an independent contractor or consultant, or through a leasing or any other arrangement.

"HIPAA" means the following, as the same may be amended, modified or supplemented from time to time, any successor statute thereto, and together with any and all rules or regulations promulgated from time to time thereunder: (i) the Health Insurance Portability and Accountability Act of 1996; (ii) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); and (iii) applicable state Laws regarding patient privacy and the security, use or disclosure of protected healthcare information.

"ICE" has the meaning set forth in Section 5.17(j).

"Indebtedness" of the Company means, without duplication, the aggregate amount (including any related fees, prepayment premiums or penalties or other amounts payable in order to fully discharge such obligations as of the Closing) of (a) the unpaid principal amount of, and accrued interest on, all outstanding indebtedness of such Person for borrowed money or for any deferred or contingent purchase price of property or services (other than trade payables incurred in the ordinary course of business of such Person, so long as such Liabilities are reflected as Current Liabilities in the calculation of Working Capital), including all seller notes, "earn-out" and similar payments (whether contingent or otherwise) valued at the maximum potential amount thereof and the aggregate advances made by and payable to Change Healthcare Operations, LLC or any Affiliate thereof (the "Change Healthcare Indebtedness"); (b) all outstanding indebtedness of such Person evidenced by a note, bond, debenture or similar instrument; (c) all unreimbursed amounts drawn under letters of credit issued for the account of such Person; (d) all payment obligations of such Person under any interest rate protection agreements and similar agreements to the extent constituting a Liability under GAAP; (e) any obligations under leases which are required to be capitalized or reported as a finance lease under GAAP; (f) the Tax Liability Amount; (g) all amounts payable or otherwise owed to the Seller Parties or any of their respective Affiliates, whether for financial, advisory or monitoring service or otherwise; (h) all obligations under any interest rate, currency or other hedging agreements; (i) any outstanding subtenant security deposits held by the Company; (j) any Liability with respect to any settlement agreement or similar arrangement regarding any actual or threatened Proceeding or order; (k) (i) any unpaid severance, (ii) the aggregate amount of deferred compensation and 401(k) obligations of the Company plus (iii) the employer portion of employment or payroll Taxes associated with items (i) and (ii); and (l) any guaranty of debt obligations of any other Person (as described in the other clauses of this definition of "Indebtedness"), in each case, as of the Effective Time.

"Indemnified Party" has the meaning set forth in Section 11.05(a).

"Indemnifying Party" has the meaning set forth in Section 11.05(a).

"Insurance Policies" has the meaning set forth in Section 5.13.

"Intellectual Property" means all worldwide rights, title, and interest in or relating to intellectual property or industrial property, including all: (a) patents, inventions (whether patentable or not), invention disclosures, utility models, industrial rights and patent applications, together with all continuations,

continuations-in-part, divisionals, and patents issuing thereon, along with all revisions, renewals, substitutions, extensions, re-issuances, re-examinations, registrations and filings claiming priority to or serving as a basis for priority thereof; (b) trade names, design marks, logos, business names, brand names, corporate names, trade dress, trademarks and services marks, and other source or business identifiers and general intangibles of a like nature, together with all goodwill associated therewith, and all applications, registrations, renewals and extensions thereof ("Trademarks"); (c) Internet domain names, uniform resource locators, social media accounts, and other names and locators associated with the internet, including applications and registrations thereof; (d) copyrights, works of authorship, database and design rights, whether or not registered or published, and all applications, recordations, and registrations in connection therewith, along with all reversions, extensions and renewals thereof, and all other rights corresponding thereto, including statutory or common law rights and moral rights thereto; (e) trade secret rights and corresponding rights in confidential information and other non-public or proprietary information (whether or not patentable), including ideas, formulas, compositions, inventor's notes, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how, and customer lists and information ("Trade Secrets"); (f) software and technology and other intellectual property or industrial property rights arising from or relating to software and technology; (g) rights relating to or under any of the foregoing granted under any Contract; and (h) similar, corresponding or equivalent intellectual property or proprietary rights anywhere in the world.

"Intellectual Property Assignment" means the intellectual property assignment agreement, dated as of the Closing Date, by and among the Seller Parties or an Affiliate thereof and the Company, substantially in the form attached as Exhibit B.

"Interim Balance Sheet" has the meaning set forth in Section 5.06.

"Interim Balance Sheet Date" has the meaning set forth in Section 5.06.

"IP License Contract" has the meaning set forth in Section 5.11(j).

"Judgment" means any order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Entity or any arbitrator or arbitration panel.

"Knowledge of the Company" and other phrases of like substance mean the actual knowledge of Michael Tan, Payton Nyquvest, Jason Lapensee, and Melony Valleau, in each case, after reasonable inquiry, including of their respective direct reports.

"Law" means, with respect to any Person, any federal, state, local, municipal, foreign or other law, statute, legislation, regulation, ordinance, order, constitution, administrative or judicial doctrine, principle of common law or other legal requirement, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect, in each case on or before the date of this Agreement, by any Governmental Entity.

"Leases" has the meaning set forth in Section 5.10(b).

"Liabilities" means any and all liabilities, claims, demands, damages, debts, losses, obligations, costs, expenses (including attorneys' and accountants' fees and expenses), Proceedings and causes of action of any nature whatsoever (whether at law, in equity, in contract, in tort or otherwise), whether past, present

or future, whether now known or unknown, direct or indirect, suspected or unsuspected, absolute or contingent, or matured or unmatured.

"Licensed Intellectual Property" means any and all Intellectual Property (other than Owned Intellectual Property) licensed to or otherwise used, held for use or practiced by the Company.

"Liens" has the meaning set forth in Section 4.04.

"Material Adverse Effect" means any change, effect, occurrence, development, state of facts or circumstance that, individually or when taken together with all other such similar or related changes, effects, occurrences, developments, state of facts or circumstances that have occurred prior to the date of determination of the occurrence of such change, effect, occurrence, development, state of facts or circumstance, (a) is or would reasonably be expected to be materially adverse to the business, assets, results of operations or condition (financial or otherwise) of the Company; provided, however, that no change, event, occurrence, development or effect, directly or indirectly, relating to, arising out of or resulting from any of the following, either alone or in combination, shall constitute, or will be considered in determining whether there has occurred, a Material Adverse Effect under this (a) of this definition: (a) any condition, change, event, occurrence or effect in (i) any one or more of the industries or markets in which one or more of the Company operates or is involved (including by way of their customer base), or (ii) the United States or global economy generally or capital, commodity or financial markets generally, including changes in interest or exchange rates, or political conditions generally of the United States or any other country or jurisdiction in which the Company operates; (b) the negotiation, execution, announcement or consummation of the Contemplated Transactions, including the impact thereof on relationships, contractual or otherwise, with carriers, employees, or regulators; (c) the identity of, or the effects of any facts or circumstances relating to, Purchaser or any of its Affiliates, including any communication by Purchaser or any of its Affiliates regarding the plans or intentions of any such Person with respect to the conduct of the business of Purchaser or any such Affiliate; (d) any changes or prospective changes in GAAP or in any Laws or other requirements of any Governmental Entity generally applicable to the Company or in the interpretation thereof after the date hereof; (e) any actions taken or omitted to be taken by the Company expressly required or contemplated by this Agreement or which are taken with Purchaser's consent or not taken solely because Purchaser did not give its consent; (f) the effect of any action taken by Purchaser or any of its Affiliates with respect to the transactions contemplated hereby; (g) any acts of God, natural disasters, hostilities, act of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, act of war, sabotage, terrorism or military actions; (h) any pandemics, epidemics or other public health crises, including, but not limited to, the COVID-19 outbreak; (i) any failure by the Company to achieve any earnings, revenue, sales or other financial projections or forecasts (it being understood that the underlying cause of the failure to meet such earnings, revenue, sales, projections or forecasts may be taken into account in determining whether a Material Adverse Effect has occurred to the extent not otherwise excluded by this definition); or (j) the availability or cost of debt or other financing of Purchaser or the Company after the Closing; provided, however, that changes, events, occurrences, effects, developments, conditions, circumstances, matters or states of facts set forth in the foregoing clauses (a), (d), (g) or (h) may be taken into account in determining whether there has been or is a Material Adverse Effect to the extent (but only to such extent) that such changes, events, occurrences, effects, developments, conditions, circumstances, matters or states of facts have a greater disproportionate adverse effect on the Company or the Company's business relative to other Persons operating in the same industries in which the Company operates or (b) prevents or would reasonably be expected to prevent the consummation of any of the Contemplated Transactions.

"Material Contracts" has the meaning set forth in Section 5.12(a).

"MMPSPL Policy" has the meaning set forth in Section 7.10(b).

"Notice of Claim" has the meaning set forth in Section 11.05(a).

"Objection Notice" has the meaning set forth in Section 2.04(b).

"Omitted Intellectual Property" has the meaning set forth in Section 8.05.

"Omitted IP Notice" has the meaning set forth in Section 8.05.

"Organizational Documents" means, with respect to any particular Entity, (a) if a corporation, the articles or certificate of incorporation, the bylaws and the stockholders' agreement and similar governing documents; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the articles or certificate of limited partnership; (d) if a limited liability company, the articles of organization or certificate of formation and operating agreement, regulations, limited liability company agreement, or company agreement; (e) if another type of Entity, any other charter or similar document adopted or filed in connection with the creation, formation, governance or organization of the Entity; and (f) any amendment or supplement to any of the foregoing.

"Owned Intellectual Property" means all Intellectual Property owned or purported to be owned by the Company.

"Parent" has the meaning set forth in the Preamble.

"Party" or "Parties" has the meaning set forth in the Preamble.

"Payoff Letters" has the meaning set forth in Section 3.02(a)(ii).

"Payor" means any Governmental Health Program and all other health care service plans, health maintenance organizations, health insurers and/or other private, commercial, or governmental third-party payors, regardless of whether the Company is an in-network or out-of-network provider or supplier.

"Payor Contract" means all rules, requirements, contract terms, agreements, policies, and manuals with any Payor.

"Payroll Support" means any payroll support in the form of financial assistance, payments or other loans, grants, Tax credits or similar financial assistance in connection with the CARES Act.

"Permit" means any permit, license, certificate, registration, qualification or authorization issued or granted by any Governmental Entity or pursuant to any applicable Law.

"Permitted Liens" means (a) Liens imposed by applicable Law related to the sale, transfer, pledge or other disposition of securities; (b) Liens for Taxes not yet due and payable and for which appropriate reserves have been established on the Interim Balance Sheet in accordance with GAAP; (c) purchase money Liens and Liens securing rental payments (d) easements, covenants, rights of way and other restrictions of record, and (e) non-exclusive licenses of Intellectual Property granted in the ordinary course of business.

"Person" means any individual and any firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity or other Entity.

"Personal Information" shall mean, in addition to any definition for any similar term (e.g., "personal data," "personally identifiable information" or "PII") provided by applicable Law or by the Company in any of its privacy policies, notices or Contracts, all information that identifies, could be used

to identify or is otherwise associated with an individual person or device, whether or not such information is associated with an identifiable individual, including (a) name, physical address, telephone number, email address, financial information, financial account number or government-issued identifier, (b) any data regarding an individual's activities online or on a mobile device or application, and (c) Internet Protocol addresses, device identifiers or other persistent identifiers. Personal Information may relate to any individual, including a current, prospective, or former customer, end user or employee of any Person, and includes information in any form or media, whether paper, electronic, or otherwise.

"PHI" means "protected health information" as defined in 45 C.F.R. § 160.103 of HIPAA, that is in the possession or under the control of the Company or its Subsidiaries (including their respective Workforces) or any of their Business Associates.

"Post-Closing Adjustment Decrease Amount" means the dollar amount, if any, by which the Closing Purchase Price exceeds the Final Purchase Price.

"Post-Closing Adjustment Increase Amount" means the dollar amount, if any, by which the Final Purchase Price exceeds the Closing Purchase Price.

"PPP Loan" means any "Paycheck Protection Program" loans or payments or other loans, grants or similar financial assistance under or pursuant to the CARES Act.

"Pre-Closing Taxes" means (i) any and all Taxes imposed on any Seller Party, or for which any Seller Party may otherwise be liable, regardless of the Tax period to which such Taxes relate, including any Taxes imposed on the sale of the Shares under this Agreement, (ii) any and all Taxes of the Company for all Pre-Closing Tax Periods, (iii) any and all Taxes of any member of an affiliated, consolidated, combined, unitary or similar group of which the Company (or any predecessor thereof) is or was a member on or prior to the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local, or non-U.S. law or regulation, (iv) any and all Taxes of any Person (other than the Company) imposed on the Company as a transferee or successor, by Contract, assumption, operation of Law or otherwise, which Taxes relate to an event, circumstance or transaction occurring before the Closing, and (v) any transfer Taxes payable by Seller Parties pursuant to Section 8.03(b); provided that Pre-Closing Taxes shall exclude (a) Taxes taken into account in Indebtedness, Working Capital and Transaction Expenses and (b) any Tax arising from any transaction by the Company not in the ordinary course of business occurring on the Closing Date after the Closing.

"Pre-Closing Tax Period" means any taxable period or portion thereof ending on or before the Closing Date.

"Privacy Laws" shall mean any and all applicable Laws, legal requirements and self-regulatory guidelines (including of any applicable foreign jurisdiction) relating to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (both technical and physical), disposal, destruction, disclosure or transfer (including cross-border) of Personal Information, including the Federal Trade Commission Act, California Consumer Privacy Act (CCPA), HIPAA, Payment Card Industry Data Security Standard (PCI-DSS), General Data Protection Regulation, Regulation 2016/679/EU on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), and any and all applicable Laws relating to breach notification in connection with Personal Information.

"Proceeding" means any action, arbitration, claim, hearing, demand, litigation, suit, citation, investigation, dispute, charge, inquiry, order, or audit (whether civil, criminal, administrative or judicial, or

whether public or private) commenced, brought, conducted or heard by or before any Governmental Entity or arbitrator.

"Proposed Earnout Statement" has the meaning set forth in Section 2.05(a).

"Purchaser" has the meaning set forth in the Preamble.

"Purchaser Indemnified Parties" has the meaning set forth in Section 11.01(a).

"Purchaser Proposed Amounts" has the meaning set forth in Section 2.04(a).

"Real Property" means the real property owned, leased or subleased by the Company, together with all buildings, structures and facilities located thereon.

"Registered Intellectual Property" has the meaning set forth in Section 5.11(a).

"Related Persons" has the meaning set forth in Section 5.24.

"Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the environment or into or out of any property.

"Releasees" has the meaning set forth in Section 12.12.

"Releasors" has the meaning set forth in Section 12.12.

"Repaid Indebtedness" means all Indebtedness that is not Assumed Indebtedness.

"Representative" means, with respect to any Person, such Person's officers, directors, employees, equityholders, Affiliates, financing sources, financial advisors, legal counsel, accountants, consultants, and other representatives and agents and representatives of the foregoing.

"Restricted Period" means five (5) years from and after the Closing Date.

"Section 409A" has the meaning set forth in Section 5.16(l).

"Seller" has the meaning set forth in the Preamble.

"Seller Indemnified Parties" has the meaning set forth in Section 11.01(b).

"Seller Intellectual Property" has the meaning set forth in Section 5.11(a).

"Seller Parent" has the meaning set forth in Section 4.01.

"Seller Party" or "Seller Parties" has the meaning set forth in the Preamble.

"Shares" has the meaning set forth in the Recitals.

"Software Licenses" means any Contract that grants a license, permission or other right to utilize any off-the-shelf, commercially available software products or services on non-negotiable standard terms and conditions for an aggregate fee of no more than $5,000.

Redacted due to confidentiality and/or commercial sensitivity.

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"Subsidiary" means any Entity, fifty percent (50%) or more of the outstanding Equity Securities of which are owned, directly or indirectly, by any Person.

"Tax" means (a) United States federal, state or local, or non-United States, income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, withholding, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, net worth, intangibles, social security, unemployment, disability, payroll, license, employee, escheat or unclaimed property obligations, or other tax or similar levy, of any kind whatsoever, including any interest, penalties or additions to tax in respect of the foregoing and (b) any Liability of another Person in respect of any item described in clause (a) arising by Contract, transferee or successor liability, assumption, operation of law, Treasury Regulations Section 1.1502-6 (or any analogous state, local or foreign Law) or otherwise.

"Tax Controversy" has the meaning set forth in Section 8.02(f).

"Tax Liability Amount" means the aggregate amount (which shall not be less than zero in the aggregate or in respect of any jurisdiction or any type of Tax), of the unpaid income Tax liabilities of the Company attributable to any Pre-Closing Tax Period, provided that, for purposes of calculating any such liability, the Tax Liability Amount shall (i) be determined in accordance with the past practices complying with Law (including reporting positions and accounting methods) of the Company in preparing Tax Returns, unless otherwise required by this definition; (ii) exclude (A) any deferred Tax liabilities and deferred Tax assets, and (B) any liabilities and accruals or reserves established or required to be established under GAAP in respect of any speculative or contingent liabilities for Taxes or with respect to uncertain Tax positions; (iii) include in income the amount of any deferred revenue, prepaid amounts or other income economically received or realized by the Company on or prior to the Closing Date (but not yet included in income for Tax purposes); (iv) include all adjustments pursuant to Section 481 of the Code (or any analogous or similar provision of state, local, or non-U.S. Law) that will not previously have been included in taxable income by the Company; and (v) in the case of any Straddle Period, apply Section 8.02(g).

"Tax Proceeding" has the meaning set forth in Section 8.02(e).

"Tax Representations" has the meaning set forth in Section 11.02(a).

"Tax Return" means any return, filing, report, claim, refund request, questionnaire, information statement or other document filed or required to be filed, including any amendments that may be filed, for any taxable period with any Taxing Authority (whether or not a payment is required to be made with respect to such filing).

"Taxing Authority" means any Governmental Entity exercising any authority to impose, regulate or administer the imposition of Taxes.

"Trademark License Agreement" means the trademark license agreement, dated as of the Closing Date, by and among the Seller Parties or an Affiliate thereof and the Company, substantially in the form attached as Exhibit B.

"Transaction Expenses" means (a) all fees, commissions, costs and expenses (including all legal fees and expenses, all fees and expenses payable to any broker, advisor, Representative, consultant or finder, and all fees and expenses of any audit firm or accountants) that have been incurred by the Company or any Seller in connection with the Contemplated Transactions, (b) the amounts payable by the Company or any Seller Party to any Person as of the Closing Date, including current or former employees, contractors, managers, directors or other service providers of the Company, in connection with, or conditioned on, the consummation of the Contemplated Transactions (including any success, retention, liquidity or change of control payments and any deferred compensation, bonuses, severance, termination or similar payments), (c) any amounts payable by the Company to the Seller Parties or any of their respective Affiliates as of the Closing Date, (d) the employer portion of any employment or payroll Taxes attributable to any such payments set forth in clauses (a) through (c) of this definition or any other compensatory amount payable or arising in connection with the consummation of the Contemplated Transactions, (e) any payment, consideration, costs or fees associated with the termination, modification or assignment of the Contracts set forth on Schedule 3.02(a)(vi) or in relation to obtaining any consents set forth or required to be set forth on Section 5.05 of the Disclosure Schedule, and (f) the costs and fees of the D&O Policy in the amount set forth in Section 7.10(a).

"Transfer Taxes" has the meaning set forth in Section 8.03(b).

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"Unsecured PHI" means "unsecured protected health information," as defined by 45 C.F.R. § 164.402 of HIPAA, that is in the possession or under the control of the Company or its Subsidiaries (including their respective Workforces) or any of their Business Associates.

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"Utah 4-Wall EBITDA" means gross revenue of the Utah Locations determined in accordance with GAAP, less refunds, less uncollectible funds, less direct clinic labor costs, less direct clinic supplies and other equipment costs, less direct administrative labor costs, less direct marketing costs, less any direct professional fees, and less any other directly attributable costs to the Utah Locations. Set forth in Exhibit D is an illustrative calculation of Utah 4-Wall EBITDA, and such illustrative calculation is included solely to provide guidance with respect to the mathematical calculation of Utah 4-Wall EBITDA.

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"WARN Laws" has the meaning set forth in Section 5.17(g).

"Working Capital" means Current Assets minus Current Liabilities as of 12:01 a.m. Central time on the Closing Date, calculated in accordance with GAAP. Set forth in Exhibit E is an illustrative calculation of Working Capital, and such illustrative calculation is included solely to provide guidance with respect to the mathematical calculation of Working Capital; *provided, however* that the balances included therein are not intended to provide any basis with respect to how the accounting shall be applied for purposes of preparation of the Closing Statement. For the avoidance of doubt, if there is a discrepancy between GAAP and Exhibit E, GAAP shall prevail.

"Workforce" means "workforce" as defined in 45 C.F.R. § 160.103 of HIPAA.

"Working Capital Target" means $1,056,341.

1.02 Accounting Terms. Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

1.03 Successor Laws. Any reference to any particular Code section or any other law or regulation will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

ARTICLE II
PURCHASE AND SALE

2.01 Purchase and Sale of the Shares. On the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase and acquire at the Closing from the Seller, all right, title and interest in and to the Shares, free and clear of all Liens (other than restrictions imposed on transfer under applicable federal and/or state securities Laws).

2.02 Consideration for Shares. Subject to the terms and conditions of this Agreement, the aggregate consideration to be paid by Purchaser for the Shares shall be an amount equal to (i) the Closing Purchase Price, which amount shall be subject to adjustment following the Closing as set forth in this Article II, (ii) the Earnout Consideration (if any) payable pursuant to Section 2.05 and (iii) the Deferred Payments (if any) payable pursuant to Section 2.06.

2.03 Purchase Price Adjustment.

(a) Closing Adjustment. At least one (1) Business Day prior to the Closing Date, the Seller has delivered to Purchaser a statement (the "Estimated Closing Statement"), which includes (i) the Seller's good faith calculation of the Working Capital (such estimate, the "Estimated Working Capital Amount"), (ii) the Seller's good faith calculation of the Indebtedness, specifying whether such Indebtedness is Assumed Indebtedness or Repaid Indebtedness (such estimate, the "Estimated Indebtedness Amount"), (iii) the Seller's good faith calculation of the Transaction Expenses (such estimate, the "Estimated Transaction Expenses Amount"), (iv) the Seller's good faith calculation of the Cash (the "Estimated Cash Amount") and (v) the resulting calculation of the Closing Purchase Price, in each case, prepared in accordance with the GAAP and the definitions in this Agreement, and in each case, together with reasonable supporting detail. The Seller will consider in good faith any comments provided by Purchaser to the Estimated Closing Statement based on Purchaser's review of the Estimated Closing Statement.

(b) Post-Closing Adjustment. As determined in accordance with Section 2.04, after the Closing:

(i) if the Final Purchase Price is greater than the Closing Purchase Price, then, within five (5) days following the determination of the Final Purchase Price in accordance with Section 2.04, Purchaser will pay to the Seller, the Post-Closing Adjustment Increase Amount, by wire transfer of immediately available funds to the account designated in writing by the Seller; and

(ii) if the Closing Purchase Price is greater than the Final Purchase Price, then, following the determination of the Final Purchase Price in accordance with Section 2.04, Purchaser may withhold and deduct from either (or both) (A) the Earnout Consideration payable to the Seller

(if any) pursuant to Section 2.05 or (B) the Deferred Payments payable pursuant to Section 2.06 an amount equal to such Post-Closing Adjustment Decrease Amount.

2.04 Purchase Price Adjustment Procedures.

(a) Preparation of Closing Statement. As promptly as practicable, but no later than thirty (30) days after the Closing Date or such later date as Purchaser and the Seller agree in writing, Purchaser shall prepare and deliver to the Seller a statement (the "Closing Statement"), setting forth Purchaser's calculation of the Working Capital, the Indebtedness, the Transaction Expenses and the Cash (collectively, the "Purchaser Proposed Amounts"), in each case, prepared in accordance with the definitions in this Agreement. For the purposes of reviewing the Closing Statement delivered by Purchaser pursuant to this Section 2.04(a), following the delivery of the Closing Statement, Purchaser shall afford, and shall cause the Company to afford, the Seller commercially reasonable access (on a confidential basis) during normal business hours and on advanced notice to the books and records (other than privileged documents) of Purchaser, the Company and their respective Representatives relevant to the calculation of the Closing Statement.

(b) Disagreement by the Seller. If the Seller disagrees with Purchaser's calculation of any of the Purchaser Proposed Amounts, the Seller may, within thirty (30) days after receipt of the Closing Statement, deliver a notice to Purchaser disagreeing with one or more of such calculations and setting forth the Seller's objection to such calculations of the Purchaser Proposed Amounts, and the Seller's calculation thereof (an "Objection Notice"). Any Objection Notice shall specify each item and amount as to which the Seller disagrees along with the Seller's alternative calculations for each such item with reasonable supporting detail. If the Seller fails to deliver an Objection Notice during such thirty (30)-day period or delivers written notice accepting Purchaser's calculation of the Purchaser Proposed Amounts during such thirty (30)-day period, then the Purchaser Proposed Amounts determined by Purchaser and delivered to the Seller in accordance with Section 2.04(a) shall constitute the components of the Final Purchase Price, which Final Purchase Price be deemed final, binding, and conclusive on the Parties for purposes of this Agreement. If the Seller timely delivers an Objection Notice in accordance with this Section 2.04(b), any items or amounts not disputed thereon shall constitute components of the Final Purchase Price, which components of the Final Purchase Price be deemed final, binding, and conclusive on the Parties for purposes of this Agreement.

(c) Dispute Resolution.

(i) If an Objection Notice shall have been timely delivered by the Seller to Purchaser pursuant to Section 2.04(b), the Seller and Purchaser shall, during the twenty (20) days following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the Working Capital, the Indebtedness, the Cash and the Transaction Expenses. If, during such period, the Seller and Purchaser agree as to the Working Capital, the Indebtedness, the Cash and the Transaction Expenses, or any item or amount thereof, then the Seller and Purchaser shall execute a written acknowledgement, which shall set forth the "Final Working Capital Amount", the "Final Indebtedness Amount", the "Final Cash Amount", the "Final Transaction Expenses Amount", and/or any item or amount thereof, as applicable, and the corresponding calculation of "Final Purchase Price", as applicable, and such amounts shall be deemed final, binding, and conclusive on the Parties for purposes of this Agreement. If, during such period, the Seller and Purchaser are unable to reach agreement on all such items or amounts under dispute pursuant to the Objection Notice, then Purchaser and Seller agree to engage an independent accounting firm of national standing reasonably acceptable to both the Seller and Purchaser (the "Accounting Referee") to resolve the items or amounts that remain in dispute.

(ii) Within twenty (20) days of the retention of the Accounting Referee, Purchaser and the Seller shall jointly submit the matter to the Accounting Referee and instruct the Accounting Referee that it (A) shall act as arbitrator, to resolve, in accordance with the definitions in this Agreement, only the items or amounts remaining in dispute specified in any timely delivered Objection Notice; (B) allow each of the Seller and Purchaser the opportunity to present their arguments, including in in-person or remote teleconference meetings with each Party present; *provided*, that the Accounting Referee shall not engage in any ex parte communication with the Seller or Purchaser (or any of their respective Representatives or Affiliates) regarding any calculation; (C) may not determine any Final Working Capital Amount, Final Indebtedness Amount, Final Cash Amount or Final Transaction Expense Amount in excess of the higher number claimed by the Seller or Purchaser or less than the lower number claimed by the Seller or Purchaser in the Objection Notice or Closing Statement, respectively; and (D) shall deliver to Purchaser and the Seller, as promptly as practicable and in any event within thirty (30) days (or such other longer time period as reflected in a written agreement between the Accounting Referee, Purchaser and the Seller) following the submission of the matters that remain in dispute to the Accounting Referee for resolution, a written report setting forth the Accounting Referee's determination of the Working Capital, the Indebtedness, the Cash, the Transaction Expenses and the Final Purchase Price, which report shall include a worksheet, with reasonable supporting detail, setting forth the material calculations used in arriving at such determination and a calculation of the apportionment of the fees, costs and expenses of the Accounting Referee in accordance with Section 2.04(c)(iii). The Parties acknowledge and agree that, if any dispute is submitted to the Accounting Referee pursuant to this Section 2.04(c), the Final Purchase Price (and components thereof), as determined by the Accounting Referee, shall, absent manifest error, be final, binding, and conclusive on the Parties for purposes of this Agreement. The scope of the disputes to be resolved by the Accounting Referee shall be limited to fixing mathematical errors and determining whether the items in dispute were determined in accordance with the definitions of such items without regard to materiality, and the Accounting Referee is not to make any other determination and shall act as an arbitrator and not as an expert. The Accounting Referee shall consider only those items and amounts in Purchaser's and the Seller's respective calculations of the components of the Closing Statement (including each of the components thereof) that are identified as being items and amounts to which Purchaser and Seller have been unable to agree.

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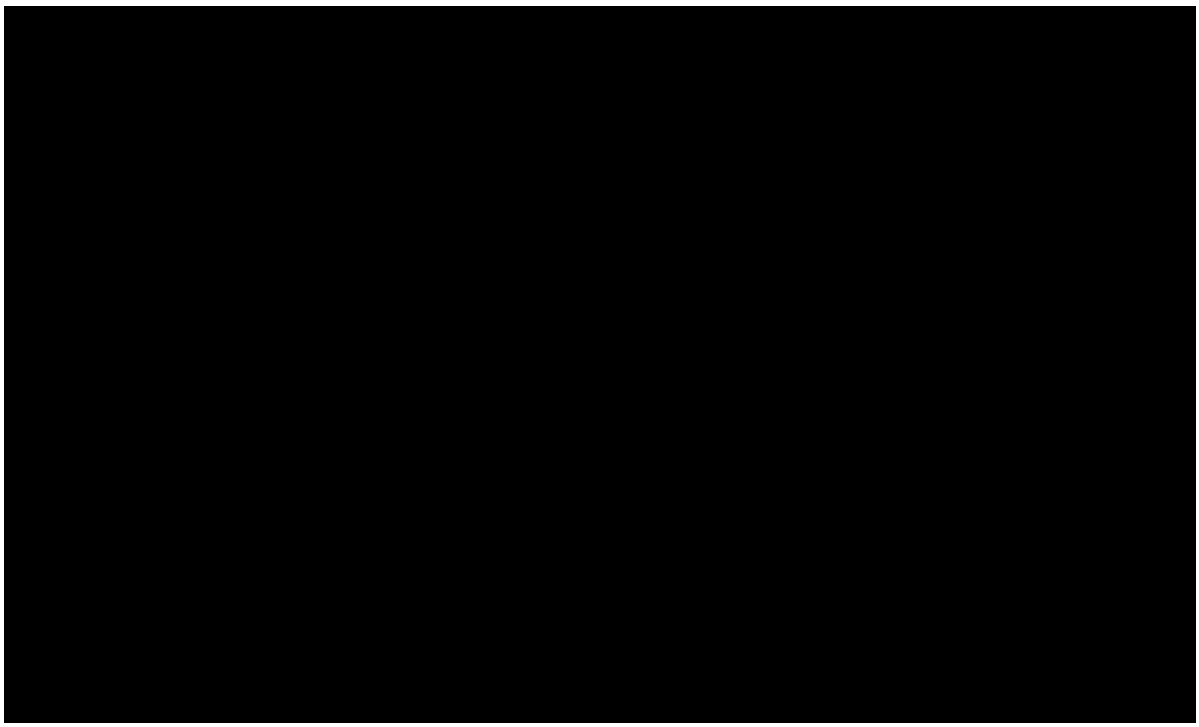
(iii) If requested by the Accounting Referee, Purchaser and the Seller agree to execute a reasonable engagement letter. The Accounting Referee's cost, fees and expenses of such review and report in connection with its services as an Accounting Referee pursuant to this Section 2.04(c) (including any retainer) shall be apportioned between the Seller Parties (on a joint and several basis) and Purchaser based upon inverse proportion of the disputed amounts resolved in favor of such Party (*i.e.*, so that the prevailing Party bears a lesser amount of such cost, fees and expenses) as determined by the Accounting Referee and set forth in the report of such Accounting Referee. However, initially, any retainer charged by the Accounting Referee shall be paid fifty percent (50%) by Purchaser and fifty percent (50%) by the Seller Parties, with such amount to be reimbursed by the Party responsible for paying the cost of the review in accordance with the immediately preceding sentence.

[redacted]



(b) Delivery of Proposed Earnout Statement. As promptly as practicable, but not later than forty-five (45) days following the last day of the 2025 Q1 Earnout Period or the 2025 Q2 Earnout Period, as applicable, Purchaser shall prepare and deliver a statement (each, a "Proposed Earnout Statement") setting forth in reasonable detail Purchaser's good faith determination of the Earnout Consideration for such period. At the Seller's written request, the Seller shall be entitled to reasonable access to the books and records of the Company and the work papers prepared specifically in connection with the Proposed Earnout Statement and the calculation of the Earnout Consideration, and, upon reasonable prior notice, shall be entitled to discuss such books and records and work papers with Purchaser. Notwithstanding the foregoing, (x) any such access shall be in a manner that does not interfere with the normal business operations of Purchaser or its Subsidiaries (including the Company), and (y) in no event shall Purchaser be required to provide any documents or other information covered by the attorney-client privilege, the attorney work product doctrine, or other similar protections or in violation of applicable Law.

(c) Earnout Notice of Disagreement. If the Seller disagrees with a Proposed Earnout Statement, the Seller will notify Purchaser on or before the date that is fifteen (15) days (subject to extension upon mutual written agreement of the Parties) after the date on which Purchaser delivers to the Seller such Proposed Earnout Statement. If the Seller fails to deliver a notice of disagreement setting forth the specific items on the Proposed Earnout Statement with which the Seller disagrees before the expiration of such fifteen (15)-day period (subject to extension upon mutual written agreement of the Parties), the Proposed Earnout Statement (or, as applicable, such items on the Proposed Earnout Statement with which the Seller has not delivered a notice of disagreement) and the calculation of the Earnout Consideration set forth therein will be deemed to have been accepted by the Seller.

(d) Initial Method of Resolution. If the Seller delivers a notice of disagreement before the expiration of such fifteen (15)-day period (subject to extension upon mutual written agreement of the Parties), (i) Purchaser and the Seller shall attempt to resolve any such disagreements, and (ii) any items of the Proposed Earnout Statement that are not disputed in such notice of disagreement will be deemed to have been accepted by the Seller.

(e) Dispute Resolution Procedure. If Purchaser and the Seller are unable to resolve all such disagreements on or before the date that is fifteen (15) days (subject to extension upon mutual written agreement of the Parties) following notification by the Seller of any such disagreements, the Seller and Purchaser shall retain the Accounting Referee to resolve all such disagreements, which Accounting Referee shall adjudicate only those items still in dispute with respect to such Proposed Earnout Statement and the calculation of the Earnout Consideration therein. The determination by the Accounting Referee shall be binding and conclusive on the Seller Parties and Purchaser. The Accounting Referee shall offer the Seller and Purchaser the opportunity to provide written submissions regarding their positions on the disputed matters, which written submissions shall be provided to the Accounting Referee, if at all, no later than fifteen (15) days after the date of referral of the disputed matters to the Accounting Referee. The determination of the Accounting Referee shall be based solely on such written submissions by the Seller and Purchaser and their respective representatives and shall not be by independent review. The Accounting Referee shall deliver a written report resolving only the disputed matters and setting forth the basis for such resolution, by reference to the applicable defined terms of Earnout Consideration and the components thereof, within thirty (30) days after the Seller and Purchaser submit in writing (or have had the opportunity to submit in writing but have not submitted) their positions as to the disputed items. In preparing its report, the Accounting Referee shall not assign a value to any disputed amount other than one submitted by the Seller, on the one hand, or Purchaser, on the other hand. The determination of the Accounting Referee with respect to the correctness of each matter in dispute shall be final and binding on the parties. The fees, costs and expenses of the Accounting Referee shall be borne by Purchaser and the Seller, in inverse proportion as they may prevail on the matters resolved by the Accounting Referee, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Accounting Referee at the time the determination of such firm is rendered on the merits of the matters submitted. The Accounting Referee shall conduct its determination activities in a manner wherein all materials submitted to it are held in confidence and shall not be disclosed to third parties. The Parties agree that judgment may be entered upon the determination of the Accounting Referee in any court having jurisdiction over the party against which such determination is to be enforced.

(f) Final Earnout Statement. Each Proposed Earnout Statement shall become final and binding on the parties on the earlier of (i) the first (1st) day following the end of the review period contemplated by Section 2.05(b), if a notice of disagreement has not been delivered to Purchaser by the Seller, (ii) the date upon which the Seller acknowledges in writing that it has no objections to such Proposed Earnout Statement, (iii) the date of resolution of all matters set forth in the notice of disagreement to the Proposed Earnout Statement pursuant to Section 2.05(c) and (iv) the date upon which the Accounting Referee reaches a final, binding resolution of solely those matters specified in any notice of disagreement to such Proposed Earnout Statement pursuant to Section 2.05(d).

(g) Payment of Earnout Consideration. Promptly (but in no event later than the tenth (10th) Business Day) following the final determination of the Earnout Consideration for the 2025 Q1 Earnout Period and the 2025 Q2 Earnout Period, as applicable, pursuant to this Section 2.05, if the Earnout Consideration is greater than $0, Purchaser shall pay, or shall cause to be paid, to the Seller the Earnout Consideration for such period.

(h) Conduct of the Business. For the avoidance of doubt, except as otherwise provided for herein, Purchaser retains the sole and absolute right to control the conduct of the Company and the Utah Locations. Notwithstanding the preceding sentence, until the last day of the 2025 Q2 Earnout Period, Purchaser shall not, and shall not permit the Company to, without the prior written consent of the Seller; (i) take any action with the principal purpose of avoiding or reducing in any material respect the amount of any Earnout Consideration, or (ii) allocate or impose upon the Company (for purposes of calculating Utah 4-Wall EBITDA for each of the 2025 Q1 Earnout Period and 2025 Q2 Earnout Period) any management fees or general corporate overhead expenses incurred by Purchaser and its Affiliates (other than the

Company) other than cash expenses attributable to the operations of the Company (such as the cost of insurance and employee benefits); provided, however, that any operation or action that results in any such reduction but is taken in good faith and with a legitimate business purpose shall not be deemed to violate this sentence.

(i) Payments to Company Healthcare Providers. The Seller Parties covenant and agree that no portion of any Earnout Consideration may be paid to (or promised as a payment to) any Healthcare Provider.

(j) Treatment of Payments. Any amount paid pursuant to this Section 2.05 shall be treated by the Parties as an adjustment to the Final Purchase Price for Tax purposes.

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2.07 [Reserved].

2.08 Lost Certificates. If any certificate or other instrument that, immediately prior to Closing, represented any of the Shares shall have been lost, stolen or destroyed, then the Seller shall provide an affidavit of that fact and an indemnity reasonably satisfactory to Purchaser against any claim that may be made against the Company, Purchaser or any of its Affiliates with respect to such certificate or instrument.

2.09 Withholding Rights. Purchaser shall be entitled to deduct and withhold from the consideration otherwise payable to the Seller such amounts as are required to be deducted and withheld with respect to the making of payment under any provision of Law. If Purchaser determines that it is required to deduct or withhold any amount from any payment to be made pursuant to this Agreement to the Seller, Purchaser shall (a) provide reasonable written notice to the Seller of its intent to deduct and withhold such amount and the basis for such deduction or withholding and (b) provide a reasonable opportunity for the Seller to provide forms or other evidence that would mitigate, reduce or eliminate such deduction or withholding. To the extent that amounts are so deducted and withheld by Purchaser and paid over the appropriate Governmental Entity, such amounts shall be treated for all purposes of this Agreement as having been paid to the Seller.

ARTICLE III

CLOSING

3.01 Closing. The consummation of the Contemplated Transactions (the "Closing") will take place remotely by electronic exchange of an execution version of this Agreement and the Ancillary Agreements on the second (2^{nd}) Business Day following the satisfaction or waiver (to the extent permitted by applicable Laws) of the conditions set forth in Article IX (other than any such conditions that, by their terms or by their nature, are to be satisfied at the Closing, but subject to satisfaction or waiver (to the extent permitted by applicable Laws) thereof at the Closing), or at such other place and time or on such other date as Seller and Purchaser may mutually agree. The date on which the Closing actually occurs is the "Closing Date" and the time at which the Contemplated Transactions shall be effective shall be 12:01 am Central

Time on the Closing Date (the "Effective Time"). All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing will be deemed to have been taken or executed and delivered (as applicable) simultaneously, and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken or executed and delivered (as applicable).

3.02 Deliveries at the Closing. Subject to the terms and conditions of this Agreement, at the Closing, the following Persons shall deliver, or cause to be delivered, the following:

(a) the Seller Parties and the Company, as applicable, shall deliver, or cause to be delivered, to Purchaser:

(i) stock certificates representing the Shares, as well as stock powers, duly executed by each Seller, effectuating the transfer of the Shares from the Seller to Purchaser;

(ii) appropriate payoff letters, termination statements, Lien and other releases and/or similar evidences of termination from the holders of Repaid Indebtedness to be paid at Closing, in each case, in form and substance reasonably satisfactory to Purchaser (the "Payoff Letters");

(iii) copies of all consents required to be disclosed pursuant to Section 5.05 of the Disclosure Schedule, which consents shall be in full force and effect as of the Closing Date;

(iv) final invoices from the payees of Transaction Expenses to be paid at the Closing;

(v) written resignations, effective as of the Closing Date, of each of the individuals designated by Purchaser to the Company in writing two (2) days prior to the Closing Date, resigning from their respective director, manager and/or officer positions, as applicable, at the Company;

Address redacted

(vi) evidence, in form and substance reasonably satisfactory to Purchaser, that each of the agreements listed on Schedule 3.02(a)(vi) have been terminated, modified or assigned without any further Liabilities or obligations of the Company thereunder and, if required by the landlord for the lease of [redacted]

(vii) (i) a properly completed and duly executed Internal Revenue Service Form W-9 or applicable Form W-8 of Seller, and (ii) an affidavit, under penalties of perjury, stating that the Company is not and has not been a United States real property holding corporation during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, dated as of the Closing Date and in form and substance required under Treasury Regulation Section 1.897-2(h);

(viii) a certificate of good standing or existence of the Company issued as of a date not more than ten (10) days prior to the Closing Date by the Secretary of State of the state of Utah and the Secretary of State of each state in which the Company is qualified or licensed to conduct business as a foreign corporation;

(ix) a certificate of the Secretary of the Company certifying, (i) as complete, accurate and in effect as of the Closing, (A) attached copies of each of the Company's Organizational Documents, as applicable; and (B) all requisite resolutions or actions of the Company's board of directors and stockholders, as applicable, approving the execution and

delivery of this Agreement, the Ancillary Agreements to which the Company is a party and the consummation of the Contemplated Transactions, and (ii) as to the incumbency and signatures of the officers of the Company executing this Agreement or any Ancillary Agreement or other document, certificate or instrument relating to the Contemplated Transactions;

(x) a certificate of the Secretary of each Seller Party certifying, (i) as complete, accurate and in effect as of the Closing, all requisite resolutions or actions of each Seller Party's board of directors and stockholders, as applicable, approving the execution and delivery of this Agreement, the Ancillary Agreements to which such Seller Party is a party and the consummation of the Contemplated Transactions, and (ii) as to the incumbency and signatures of the officers of such Seller Party executing this Agreement or any Ancillary Agreement or other document, certificate or instrument relating to the Contemplated Transactions;

(xi) a certificate dated as of the Closing Date certifying that the conditions specified in Sections 9.02(a), 9.02(b), and 9.02(c) have been satisfied, duly executed by the Company and each Seller Party;

(xii) [redacted]

(xiii) [redacted];

(xiv) [redacted];

(xv) [redacted];

(xvi) [redacted]

(xvii) [redacted]

(xviii) evidence satisfactory to Purchaser that the Company's information, including ownership and name information, provided to or otherwise on file with any Payor or relating to any Permit has been updated to reflect the Company's current information, including its ownership and name.

Redacted due to confidentiality and/or commercial sensitivity.

(b) Purchaser shall deliver, or cause to be delivered, to the following:

(i) a certificate dated as of the Closing Date certifying that the conditions specified in Sections 9.03(a) and 9.03(b) have been satisfied, duly executed by Purchaser;

(ii) [redacted]

Redacted due to confidentiality and/or commercial sensitivity.

(iii) (on behalf of the Company) an amount equal to the portion of the Estimated Indebtedness Amount necessary to repay the Repaid Indebtedness by wire transfer of immediately available funds to an account or accounts designated in writing in accordance with any instructions listed in the related Payoff Letters;

(iv) (on behalf of the Seller Parties or the Company, as applicable), an aggregate amount equal to any Transaction Expenses not paid prior to the Closing by wire transfer of immediately available funds to the accounts designated in the invoices delivered pursuant to Section 3.02(a)(iv);

(v) to the Seller, an aggregate amount equal to the Closing Purchase Price by wire transfer of immediately available funds to an account designated in writing by the Seller prior to the date hereof.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES RELATING TO THE SELLER PARTIES

The Seller Parties hereby jointly and severally represent and warrant to Purchaser as of the date hereof and as of the Closing Date, except as set forth in the correspondingly numbered section of the Disclosure Schedule delivered by Seller Parties to Purchaser on the date hereof (the "Disclosure Schedule"), that the statements contained in this Article IV are true and correct.

4.01 Organization. Each Seller Party is duly organized and is validly existing and in good standing (or equivalent thereof) under the Laws of the state or other jurisdiction of its incorporation, formation or organization and has all necessary Entity power and authority necessary to own, operate, hold or lease the properties and assets now owned, operated, held or leased by it and to carry on its business as currently conducted. The Seller Parties have made available to Purchaser true and correct copies of the Seller Parties' Organizational Documents, as amended and in full force and effect on the date of this Agreement, and no amendments thereto are pending. No Seller Party is in violation of any provisions of its Organizational Documents. All of the Seller's Equity Securities are owned of record and beneficially by Novamind Inc., an Ontario corporation ("Seller Parent"). Parent owns of record and beneficially all of the issued and outstanding Equity Securities of Seller Parent.

4.02 Authority; Execution, Delivery and Performance; Enforceability. Each Seller Party has full power and authority to execute and deliver this Agreement and the Ancillary Agreements to which such Seller Party is a party and to perform its obligations hereunder and thereunder and consummate the Contemplated Transactions, and the execution and delivery by such Seller Party of this Agreement and the Ancillary Agreements to which such Seller Party is a party, the performance of such Seller Party's obligations thereunder and consummation by such Seller Party of the Contemplated Transactions, have been duly and validly authorized, and no other action on the part of such Seller Party (including by its equityholders) is necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements to which such Seller Party is a party and the Contemplated Transactions. This Agreement, and each of the Ancillary Agreements to which such Seller Party is (or, at the Closing, will be) a party, has been or will be duly and validly executed and delivered. This Agreement constitutes, and each of the Ancillary Agreements to which such Seller Party is a party (assuming due authorization, execution and delivery by each other party thereto), upon execution and delivery by such Seller Party, will constitute the legal, valid and binding obligation of such Seller Party, enforceable against such Seller Party in accordance with its terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and to general equitable principles.

4.03 Noncontravention. Neither the execution and delivery of any of this Agreement or the Ancillary Agreements to which any Seller Party is a party, nor the consummation or performance of any of the Contemplated Transactions, will require the consent, notice or other action by any Person under, contravene, conflict with or result in a violation of, breach of, or default under (with or without notice or lapse of time or both) (a) any applicable Law or any Judgment to which any Seller Party is subject (including the Laws of any United States or foreign securities exchange); (b) the provisions of the Organizational Documents of any Seller Party or (c) any Contract, instrument, license, franchise or permit to which any Seller Party is party, except in the case of clauses (a) and (c), as would not delay, prohibit or impair any Seller Party's ability to consummate the Contemplated Transactions. No consent, approval, exemption Permit, declaration or filing with, or notice to, any Governmental Entity (including any United States or foreign securities exchange) is required to be obtained or made by or with respect to any Seller Party in connection with the execution and delivery of this Agreement and the Ancillary Agreements to which any Seller Party is a party, to perform its obligations thereunder or to approve the Contemplated Transactions.

4.04 Title to the Shares. The Seller is the record and beneficial owner of, and holds good and valid title free and clear of any and all mortgages, security interests, charges, easements, rights, options, claims, restrictions, pledges, encumbrances, rights of first offer or refusal, covenants or other liens of any kind (collectively, "Liens") (other than Liens described in clause (a) of the definition of Permitted Liens) to, the Shares as set forth on Section 4.04 of the Disclosure Schedule, which Shares constitute all of the Equity Securities or debt securities of the Company. The Seller has the sole power and authority to sell, transfer, assign and deliver the Shares as provided in this Agreement, and such delivery will convey to Purchaser good and valid title to the Shares, free and clear of any and all Liens (other than restrictions imposed on transfer under applicable federal and/or state securities Laws). Upon consummation of the Contemplated Transactions, good and valid title to the Shares will pass to Purchaser, free and clear of any and all Liens (other than Liens described in clause (a) of the definition of Permitted Liens). No Seller Party nor any of their respective Affiliates is a party to any voting trust or other voting agreement with respect to any of the Shares or to any agreement relating to the issuance, sale, redemption transfer or other disposition of the Shares.

4.05 Suits; Judgments. There are no Proceedings, or Judgments pending, or to the knowledge of any Seller Party, threatened, to which any Seller Party is a party or is subject that would reasonably be expected to prohibit or delay the consummation of the Contemplated Transactions by any Seller Party.

4.06 Brokers. Except as set forth on Section 4.06 of the Disclosure Schedule, no Seller Party has retained any Person to act as a broker or agreed or become obligated to pay, or has taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, banker's fee or finder's fee or similar commission or fee in connection with any of the Contemplated Transactions for which Purchaser or any of the Company and their respective Subsidiaries could become liable or obligated.

4.07 Solvency. As of the date hereof and within one (1) year preceding the date hereof, and, after giving effect to all of the Contemplated Transactions, as of Closing, each Seller Party is and will be Solvent. For purposes of this Section 4.07, "Solvent" means that, with respect to any Person and as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person, will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise," as of such date, as such quoted terms are generally determined in accordance with applicable Laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its indebtedness as its indebtedness becomes absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its indebtedness as it matures. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder,

delay or defraud either present or future creditors of any Seller Party or the Company, nor would the consummation of the Contemplated Transactions reasonably be expected to give rise to a claim of "fraudulent conveyance" or similar creditors' claims under any applicable Law. Each Seller Party has a valid business reason to undertake the Contemplated Transactions and has concluded that the Purchase Price pursuant to this Agreement represents the fair market value and reasonably equivalent value for the Shares and acknowledges and agrees that the Contemplated Transactions are being conducted on an arm's length and as a result of a reasonable marketing effort.

ARTICLE V
REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

The Seller Parties and the Company hereby jointly and severally represent and warrant to Purchaser as of the date hereof and as of the Closing Date, except as set forth in the correspondingly numbered section of the Disclosure Schedule, that the statements contained in this Article V are true and correct.

5.01 Organization and Standing. The Company is a corporation duly organized, validly existing and in good standing under, the Laws of the State of Utah. The Company has all requisite power and authority to own, lease, operate or otherwise hold its properties and assets and to carry on its business as presently conducted. The Company is duly qualified and in good standing to do business in each jurisdiction in which such qualification to carry on its business as presently conducted, and to own, lease, operate or otherwise hold its properties and assets, is necessary. The Seller Parties have made available to Purchaser true and correct copies of the Company's Organizational Documents, as amended and in full force and effect on the date of this Agreement, and no amendments thereto are pending. The Company is not in violation of any provisions of its Organizational Documents.

5.02 Capitalization; Subsidiaries.

(a) The authorized capital stock of the Company consists of 10,000,000 shares of common stock, no par value, all of which are issued and outstanding and constitute the Shares. The Shares constitute 100% of the authorized and outstanding shares of capital stock of the Company, and the Seller is the record and beneficial owner of the Shares. Except for the Shares, there are no Equity Securities of the Company that are issued, reserved for issuance or outstanding. No Equity Securities are held in treasury by the Company. The Shares at the time of issuance were validly issued, fully paid and nonassessable. None of the Equity Securities of the Company are subject to, issued or held in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under applicable Law or the Organizational Documents of the Company. There are no voting trusts, irrevocable proxies or other contracts or understanding to which the Company is bound to (x) repurchase, redeem or otherwise acquire any Equity Securities in the Company or (y) vote, consent or dispose of any Equity Security in the Company.

(b) The Company does not, directly or indirectly, have and has never previously had, any Subsidiaries or owned, beneficially or otherwise, any Equity Securities or had any right to acquire any Equity Securities in any Person. There are no outstanding contractual obligations of the Company to purchase, repurchase, redeem or otherwise acquire any shares of capital stock or other Equity Securities of any other Person, or to make any investment (in the form of a loan, capital contribution or otherwise) in any other Person. There are no entities that have been merged into or that otherwise are predecessors to the Company.

(c) (i) The operations of the Company's business are not conducted through any Person other than the Company and (ii) no Seller Party nor any of their respective Affiliates (other than the Company) hold any tangible personal property, Intellectual Property rights or any other properties or assets

(tangible or intangible) (including insurance policies) that are used in, held for use in, or related to, the Company's business. Section 5.02(c) of the Disclosure Schedule sets forth all services provided by a Seller Party or any of its Affiliates (other than the Company) to the Company.

5.03 Authority; Execution and Delivery; Enforceability. The Company has full corporate power and authority to execute and deliver this Agreement and Ancillary Agreements to which it is a party, to perform its obligations thereunder and to consummate the Contemplated Transactions, and the execution and delivery by the Company of this Agreement and Ancillary Agreements to which it is a party and the consummation by the Company of the Contemplated Transactions, have been duly authorized by all necessary action on the part of the Company and its stockholders, and no other action on the part of the Company is necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements to which it is a party and the Contemplated Transactions. This Agreement and the Ancillary Agreements to which the Company is (or, at the Closing, will be) a party have been or will be duly executed and delivered by the Company. This Agreement constitutes, and the Ancillary Agreements to which the Company is a party, upon execution and delivery by the Company will each constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and to general equitable principles.

5.04 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation or performance of any of the Contemplated Transactions, will, except in the case of clause (a)(ii) below as would not, or would not reasonably be expected to materially and adversely impact on the Company, (a) contravene, conflict with or result in a violation of, breach of, or default under (with or without notice or lapse of time or both) (i) any Law or any Judgment to which the Company is subject, (ii) the provisions of any Contract or any Company Permit of the Company (or give rise to a right to terminate, cancel, or accelerate under any terms of such Contracts or Company Permits), or (iii) the provisions of the Organizational Documents of the Company; or (b) result in the creation of any Lien (other than a Permitted Lien), upon or with respect to any of the assets of the Company.

5.05 Consents. Except as set forth in Section 5.05 of the Disclosure Schedule, no action, consent, approval or authorization by or filing with any Person, including any Governmental Entity (including, for the avoidance of doubt, any compliance with the requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder or any other foreign, federal, state, or local Law designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade) or Payor, is required on the part of the Company in connection with the Company's execution and delivery of this Agreement and the Ancillary Agreements to which the Company is a party, to perform its obligations thereunder or to approve the Contemplated Transactions.

5.06 Financial Matters. Attached to Section 5.06 of the Disclosure Schedule are the following financial statements (collectively, the "Financial Statements"): (i) the internally compiled balance sheets of the Company as of August 31, 2024 and 2023, and the related internally compiled statements of operations, for such periods, and (ii) the internal balance sheet of the Company as of August 31, 2024 (the "Interim Balance Sheet" and the date thereof, the "Interim Balance Sheet Date") and the related internal statements of operations for the eight (8)-month period then ended. The Financial Statements are correct and complete, in all material respects and have been prepared in accordance with the books and records of the Company and, except as set forth in Section 5.06 of the Disclosure Schedules, in accordance with GAAP consistently applied throughout the periods indicated therein (subject in the case of the Interim Balance Sheet to normal, year end adjustments, none of which, individually or in the aggregate, would be material, and the absence of notes) and fairly present, in all material respects, the results of operations and cash flows of the Company

as of the respective dates thereof and for the respective periods indicated therein. The Company maintains and complies with a system of accounting controls sufficient to provide reasonable assurances that transactions are recorded as necessary to permit preparation of financial statements in compliance with GAAP applied consistently and to maintain accountability for items therein. The financial books and records of the Company have been maintained in accordance with commercially reasonable business practices. No financial statements of any Person other than the Company are required by GAAP to be included in the financial statements of the Company. There has been no fraud, whether or not material, that involves or involved management or, to the Knowledge of the Company, other Business Personnel or any other Persons who have or had a significant role in the financial reporting of the Company.

5.07 No Undisclosed Liabilities. The Company does not have any Liabilities, other than Liabilities (a) expressly identified in the Financial Statements and the notes thereto; or (b) incurred by the Company in the ordinary course of its business consistent with past practice since the Interim Balance Sheet Date, or (c) that, individually or in the aggregate, have not been and would not reasonably be expected to be materially adverse to the Company.

5.08 Absence of Changes or Events. Except as set forth in Section 5.08 of the Disclosure Schedule, since January 1, 2024, the Company has conducted its business in the ordinary course of business and there has not been a Material Adverse Effect. Without limiting the generality of the foregoing, during the period between January 1, 2024 and the date of this Agreement, the Company has not:

(a) sold, leased, transferred, or assigned any of its assets, tangible or intangible;

(b) entered into any Material Contract, other than in the ordinary course of business;

(c) acted or failed to act in any manner that would reasonably be expected to result in any loss, lapse, abandonment, cancellation, invalidity or unenforceability of any material Company Intellectual Property;

(d) sold, assigned, transferred, conveyed, licensed, sublicensed, covenanted not to assert with respect to, abandoned, cancelled, allowed to lapse or expire, leased or otherwise disposed of any material Company Intellectual Property;

(e) collected, compiled, used, stored, processed, shared, safeguarded, secured, disposed of, destroyed, disclosed, or transferred (including cross-border) Personal Information (or failed to do any of the foregoing, as applicable) in violation of any (i) applicable Privacy Laws, (ii) publicly available privacy policies and notices of the Company (whether posted to an external-facing website or otherwise made available or communicated to third parties by the Company), or (iii) contractual obligations that the Company has entered into with respect to Personal Information;

(f) suffered an acceleration or termination, or agreed to an amendment, modification to or cancellation of any Material Contract (or any Contract that would be a Material Contract had it been in effect on the date hereof);

(g) made or committed to make any capital expenditure in excess of $10,000 individually;

(h) changed any of its payment policies with landlords, vendors, payors, suppliers or other creditors;

(i) changed any of its collection policies with respect to customers;

(j) amended its Organizational Documents;

(k) issued, sold, or otherwise disposed of any of its Equity Securities;

(l) declared, set aside, or paid any dividend or made any distribution with respect to its Equity Securities (whether in cash or in kind) or redeemed, purchased, or otherwise acquired any of its Equity Securities;

(m) experienced any material damage, destruction, interruption in use or loss (whether or not covered by insurance) to its property;

(n) entered any joint venture, partnership or similar arrangement;

(o) granted any increase in the compensation or wages of any of its directors, officers, contractors, employees or other service providers other than annual merit increases to base salary granted in the ordinary course of business of the Company;

(p) adopted any Company Benefit Plan or Contract providing benefits to any of its directors, officers, contractors, employees or other service providers acting in such capacities, or have amended, modified, or terminated any Company Benefit Plans and Contracts;

(q) made any change in its accounting methods or principles;

(r) prepared or filed any Tax Return unless such Tax Return was prepared in a manner consistent with past practice (unless otherwise required by Law); filed any amended Tax Return; changed or revoked any election in respect of Taxes; entered into any closing agreement in respect of Taxes; settled or compromised any claim or assessment in respect of Taxes; incurred any Liability for Taxes other than in the ordinary course of business; changed (or made a request to any Taxing Authority to change) any aspect of its method of accounting for Tax purposes; filed or surrendered any claim for a Tax refund; applied for or obtained any Tax ruling; or consented to any extension or waiver of the statute of limitations for the assessment or collection of Taxes;

(s) incurred or guaranteed any Indebtedness;

(t) cancelled or compromised any debt or claim or waived or released any material right of the Company;

(u) commenced or settled any Proceedings;

(v) acquired (by merger, stock or asset purchase or otherwise) any Person or business or division thereof; and

(w) other than as set forth above, entered into or agreed to enter into any Contract or other arrangement relating to any of the foregoing.

5.09 Certain Assets. The Company has good and valid title to all assets, properties and rights owned by it (or reflected in the Interim Balance Sheet to be owned by it), and valid and enforceable leasehold interests in or other contractual rights to all other assets, properties and rights, in each case, free and clear of all Liens (other than Permitted Liens). Such assets, properties and rights are suitable for use in the ordinary course of business (subject to maintenance in the ordinary course of business), have been maintained in accordance with industry practice, constitute all of the assets, properties and rights used by

the Company to operate the business of the Company as currently conducted and are sufficient for the conduct of such business immediately following the Closing in the same manner as currently conducted.

5.10 Real Property.

(a) The Company has a valid leasehold interest in all Real Property. The Company does not own and has never owned any Real Property.

(b) Section 5.10(b) of the Disclosure Schedule lists the street address of each parcel of leased Real Property, and a list, as of the date of this Agreement, of all leases, subleases and occupancy agreements pertaining to the use or occupancy of any of the leased Real Property (collectively, the "Leases"). The Company has made available to Purchaser full, complete and correct copies of all Leases. The Leases constitute all of the Real Property currently used or occupied by the Company. Except as set forth on Section 5.10(b) of the Disclosure Schedules, with respect to each Lease, (i) there is not any existing breach or default (or event which with notice or lapse of time, or both, would constitute a breach or default) of any party thereto, (ii) all rent or other amounts due and payable under the Leases have been paid, (iii) the Company has not, and no other party to any Lease has, exercised any termination rights with respect thereto and (iv) there are no subleases or other agreements granted to any Person for the use or occupy of the leased Real Property.

(c) Except as set forth on Section 5.10(c) of the Disclosure Schedule, the Company has not received written notice that any portion of any Real Property is subject to any pending condemnation proceeding, eminent domain proceeding or other proceeding by any Governmental Entity materially adverse to such Real Property and, to the Company's Knowledge, there is no threatened condemnation or other proceeding with respect thereto materially adverse to any Real Property.

(d) All of the buildings, fixtures, structures and other improvements constituting the Real Property are in operating condition and repair, suitable for the conduct of the business of the Company, and the operation of the Real Property, in each case, as presently conducted.

5.11 Intellectual Property.

(a) All (i) Owned Intellectual Property and (ii) all Licensed Intellectual Property that is owned by any Seller Party or any of their Affiliates (including all Intellectual Property to be assigned to the Company pursuant to the Intellectual Property Assignment (the "Assigned Intellectual Property") and all Intellectual Property to be licensed to the Company pursuant to the Trademark License Agreement (collectively, the "Seller Intellectual Property")), in each case, that is subject to an application or registration for protection under applicable Law, including Internet domain names (collectively, "Registered Intellectual Property") is set forth in Section 5.11(a) of the Disclosure Schedule, which specifies (i) the nature of the Registered Intellectual Property, (ii) the owner of record for each such item of Registered Intellectual Property, (iii) the applicable jurisdiction(s) in which such Registered Intellectual Property has been issued, registered or otherwise in which an application for such issuance or registration has been filed, and (iv) the registration or application date, as applicable. Also set forth on Section 5.11(a) of the Disclosure Schedule are all material unregistered Trademarks and all social media handles and accounts included in the Owned Intellectual Property or the Seller Intellectual Property, which specifies the owner of such item of Owned Intellectual Property or the Seller Intellectual Property. All Registered Intellectual Property required to be disclosed in Section 5.11(a) of the Disclosure Schedule is valid, enforceable, and subsisting. All necessary registration, maintenance, renewal and other relevant filing fees have been timely paid and all necessary documents and certificates in connection therewith have been timely filed with the relevant Governmental Entity for the purposes of maintaining the Registered Intellectual Property in full force and effect.

(b) The Company solely and exclusively owns all right, title and interest to the Owned Intellectual Property, free and clear of all Liens (other than Permitted Liens). To the extent any Seller Party or any of their respective Affiliates is the owner of any Licensed Intellectual Property (including the Seller Intellectual Property), such Seller Party or Affiliate solely and exclusively owns all right, title and interest to such Intellectual Property, free and clear of all Liens (other than Permitted Liens). As of Closing, the Company will own solely and exclusively all right, title and interest to the Assigned Intellectual Property, free and clear of all Liens (other than Permitted Liens). The Company has valid and continuing rights to use, sell or license (as the case may be) all Licensed Intellectual Property pursuant to a valid written IP License Contract (as defined below), as the same is used in its business as presently conducted, free and clear of all Liens (other than Permitted Liens).

(c) The Contemplated Transactions will not (i) adversely affect the validity or enforceability of the Company Intellectual Property under applicable Law, (ii) result in the loss or impairment of the Company's right to own or use any Company Intellectual Property or (iii) result in the payment of any additional consideration for Purchaser's or the Company's right to own or use any Company Intellectual Property.

(d) Neither the Company nor, to the extent any Seller Party or any Affiliate thereof is the owner of any Licensed Intellectual Property (including the Seller Intellectual Property), has received any notice, and there are no claims or Proceedings pending or threatened in writing against any of the foregoing, (i) alleging any infringement, misappropriation, dilution or other violation of any Intellectual Property, (ii) challenging the ownership, validity or enforceability of any Owned Intellectual Property or (iii) challenging the use by the Company of any Company Intellectual Property. None of the following infringes, constitutes or results from a misappropriation of, dilutes or otherwise violates, or has, at any time in the past three (3) years, infringed, constituted or resulted from a misappropriation of, diluted or otherwise violated, any Intellectual Property of any Person: (A) any Owned Intellectual Property (or any use, practice or exploitation of any Owned Intellectual Property) or, to the extent any Seller Party or any Affiliate thereof is the owner of any Licensed Intellectual Property (including the Seller Intellectual Property), any such Licensed Intellectual Property; (B) any products or services of the Company (or the making, use, offer for sale, sale, importation, distribution or other disposal, performance or exploitation of any products or services of the Company); or (C) any conduct or operations of any business of the Company.

(e) No Owned Intellectual Property, any exclusively licensed Licensed Intellectual Property or, to the extent any Seller Party or any Affiliate thereof is the owner of any Licensed Intellectual Property (including the Seller Intellectual Property) (whether or not exclusively licensed), such Licensed Intellectual Property, has been at any time in the past three (3) years or is being infringed, misappropriated, diluted or otherwise violated by any Person, and no claim or Proceeding alleging any of the foregoing is pending or, to the Company's Knowledge, threatened against any Person by the Company, the Seller Parties or any Affiliate of any Seller Party.

(f) The Company and, with respect to the Seller Intellectual Property, the Seller Parties and their Affiliates, have taken adequate security measures to protect the secrecy, confidentiality and value of all (i) material Trade Secrets included in the Owned Intellectual Property and the Seller Intellectual Property and (ii) Trade Secrets owned by any Person to whom the Company has a confidentiality obligation, in each case of clauses (i) and (ii), which measures are reasonable in the industry in which the Company operates. No material Trade Secret included in the Owned Intellectual Property or the Seller Intellectual Property has been authorized to be disclosed or, to the Company's Knowledge, has been actually disclosed to any Person other than pursuant to a valid written confidentiality Contract sufficiently restricting the disclosure and use thereof.

(g) Except as set forth on Section 5.11(g) of the Disclosure Schedule, the Company and, with respect to the Seller Intellectual Property, the Seller Parties and their Affiliates, have executed valid and enforceable written Contracts with each of its past and present employees, consultants and independent contractors pursuant to which each such Person: (i) effectively and validly assigns to the Company or the applicable Seller Party or Affiliate thereof all of such Person's right, title an interest in and to all Intellectual Property created or developed for or on behalf of the Company and the applicable Seller Party or Affiliate thereof, as applicable, in the course of his or her employment or retention thereby, as applicable; and (ii) agrees to hold all Trade Secrets of the Company and the applicable Seller Party or Affiliate thereof, as applicable, in confidence both during and after his or her employment or retention, as applicable. No Trade Secret owned by a prior employer of any current or former employee of the Company, the Seller Parties or any Affiliate of any Seller Party is necessary for the conduct of the business of the Company.

(h) The Company has made available to Purchaser copies of all applications, registrations and related documents in the possession and control of the Company and the Seller Parties filed by the Company, the Seller Parties or any Affiliate of any Seller Party with any applicable Governmental Entity related to the Registered Intellectual Property.

(i) Section 5.11(j) of the Disclosure Schedule sets forth an accurate and complete list of all Contracts pursuant to which (i) the Company or, to the extent related to the Seller Intellectual Property, the Seller Parties or any Affiliate of the Seller Party is granted by any Person any license, sublicense, right, option, permission, consent, non-assertion or release relating to any Intellectual Property (other than Software Licenses) or (ii) the Company or, to the extent related to the Seller Intellectual Property, the Seller Parties or any Affiliate of the Seller Party grants to any Person any license, sublicense, right, option, permission, consent, non-assertion or release relating to any Intellectual Property (clauses (i) and (ii) collectively, the "IP License Contracts"). The IP License Contracts described in clause (i) above, together with the Software Licenses, provide the Company with all rights, licenses, authorizations and other permissions to all Intellectual Property owned by any Person other the Company that is used to conduct the business of the Company.

(j) The Owned Intellectual Property, together with the Licensed Intellectual Property, constitutes all of the Intellectual Property used in, and sufficient and necessary for, the conduct of the business of the Company as currently conducted and proposed to be conducted. Except for the Seller Intellectual Property, (i) none of the Licensed Intellectual Property is owned by, or licensed to or otherwise made available to the Company by, any Seller Party or any of their respective Affiliates and (ii) neither any Seller Party nor any of their respective Affiliates owns or licenses or otherwise makes available to the Company any Intellectual Property necessary for the conduct of the business of the Company as currently conducted and proposed to be conducted.

(k) The Company owns or has a valid right to access and use all computer systems, networks, hardware, software, databases, websites, and equipment used to process, store, maintain and operate data, information, and functions used in connection with the business (the "Company IT Systems"). The Company IT Systems are adequate for, and operate and perform in all material respects as required in connection with, the operation of the business as currently conducted and as proposed to be conducted. Except as set forth in Section 5.11(k) of the Disclosure Schedule, there have been no unremedied security breaches or, to the Company's Knowledge, unauthorized use, access or intrusions of any Company IT Systems or outages of any Company IT Systems that have caused or resulted in a material disruption to the business of the Company. To the Company's Knowledge, the Company IT Systems do not contain any viruses, worms, trojan horses, bugs, faults or other devices, errors, contaminants or effects that (i) materially disrupt or adversely affect the functionality of any Company IT Systems, except as disclosed in their documentation, or (ii) enable or assist any Person to access without authorization any Company IT Systems.

(l) The Company and any Person acting for or on the Company's behalf have at all times complied with (i) all applicable Privacy Laws, (ii) all of the Company's policies and notices regarding Personal Information, and (iii) all of the Company's contractual obligations with respect to the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security (technical, physical and administrative), disposal, destruction, disclosure, or transfer (including cross-border) of Personal Information. The Company has implemented and maintained adequate policies, procedures and systems for receiving and appropriately responding to requests from individuals concerning their Personal Information. None of the Company's privacy policies or notices contain or have contained any material omissions or are or have been misleading or deceptive. The Company has implemented and at all times maintained reasonable safeguards, at least consistent with practices in the industry in which the Company operates, to protect Personal Information and other confidential data in its possession or under its control against loss, theft, misuse or unauthorized access, use, modification or disclosure and the Company has taken reasonable steps to ensure that any third Person with access to Personal Information collected by or on behalf of the Company has implemented and maintained the same. To the Company's Knowledge, any third party who has provided Personal Information to the Company has done so in compliance with applicable Privacy Laws, including providing any notice and obtaining any consent required. Except as set forth in Section 5.11(l) of the Disclosure Schedules, there have been no breaches, security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in the possession or control of the Company and the Company has not provided or been legally required to provide any notices to any Person in connection with a disclosure of Personal Information. The Company has not received any notice of any claims or Proceedings (including notice from third Persons acting on its behalf), of or been charged with, the violation of any Privacy Laws, applicable privacy policies, or contractual commitments with respect to Personal Information and to the Knowledge of the Company, there are no facts or circumstances that could reasonably form the basis of any such notice or claim.

5.12 Material Contracts.

(a) Section 5.12(a) of the Disclosure Schedule sets forth an accurate and complete list of each of the following Contracts to which the Company or, to the extent related to the Company's business, any Seller Party or any of their respective Affiliates, is a party or by which any assets of the Company or, to the extent related to the Company's business, any Seller Party or any of their respective Affiliates, are bound (all such Contracts listed or required to be listed by this Section 5.12, collectively, "Material Contracts"):

(i) any Contract with any provider, supplier, vendor, or referral source of the Company set forth on Section 5.22 of the Disclosure Schedules or any Payor of the Company;

(ii) any broker, distributor, dealer, co-manufacturing, Representative, manufacturer, sales promotion, market research, consulting, advertising or agency Contract;

(iii) any Contract pursuant to which the Company is bound by any provisions or covenant (A) not to compete, (B) not to hire, (C) not to solicit, (D) not to acquire any Equity Securities (e.g., "standstill" provisions) or that materially limits (or purports to materially limit) the manner in which the Company conducts its business (including any restrictions with respect to any Person, line of business, geographic area or period of time);

(iv) any lease, sublease or similar Contract with any Person pursuant to which the Company is a lessor, sublessor, lessee or sublessee of any tangible personal property, or any portion of real property (including the leased Real Property), material to the conduct and operation of the Company's business, including the Leases;

(v) any Contract pursuant to which the Company has incurred any Indebtedness (including guarantees);

(vi) all contracts for capital expenditures or the acquisition or construction of any fixed assets requiring the payment by the Company following the Closing of an amount in excess of $10,000;

(vii) any Contract relating to mortgaging, pledging or otherwise placing a Lien on any material portion of the assets of the Company;

(viii) any Contract with any exclusivity, "most favored nation" provision or similar pricing terms restricting or otherwise imposing performance obligations on the Company;

(ix) any Contract pursuant to which the Company is required to indemnify or guaranty the obligations of any Person outside of the ordinary course of business;

(x) any Contract relating to the settlement of any Proceeding or Judgment involving the Company;

(xi) any Contract for the sale of assets owned or leased by the Company with a book value in excess of $10,000 individually or $25,000 in the aggregate;

(xii) any Contract relating to any joint venture, strategic alliance, partnership or similar arrangement;

(xiii) any Contract for the distribution, marketing, sales representation or similar arrangement under which any third party is authorized to sell, sublicense, lease, distribute, market or take orders for, any product, service or technology of the Company or any of its Affiliates that generated revenues to the Company, as applicable, in excess of $10,000 during the year ended December 31, 2023, or that the Company reasonably expect to involve aggregate payments in excess of $10,000 during the year ended December 31, 2024;

(xiv) contracts for the employment of, or the provision of consulting services by, any officer, individual employee or other natural Person on a full time, part-time, consulting or other basis other than offer letters and independent contractor agreements on the Company's standard form that do not contain or provide for severance;

(xv) contracts providing for the payment of any cash or other compensation or benefits as a result of the consummation of the transactions contemplated herein, to which the Company is, or at Closing will be, a party;

(xvi) contracts which restrict the ability of the Company to terminate the employment of any employee (other than in accordance with applicable Law) without liability (including severance obligations not otherwise required by Law);

(xvii) all Contracts listed or required to be listed on Section 5.24 of the Disclosure Schedule;

(xviii) any Contract pursuant to which the Company (A) acquired (by merger, stock or asset purchase or otherwise) any Person or business, division or material portion of assets

thereof or (B) divested or sold (by merger, stock or asset sale or otherwise) any Person or business or division thereof;

(xix) all Contracts with any Governmental Entity;

(xx) all Collective Bargaining Agreements;

(xxi) any Contract with any referral source or referral recipient of the Company;

(xxii) all IP License Contracts; and

(xxiii) any Contract, not otherwise identified above, pursuant to which the Company is currently obligated to make payments in excess of $10,000 or which is otherwise material to the Company.

(b) The Company has made available to Purchaser true and correct copies of each written Contract set forth in (or required to have been set forth in) Section 5.12(a) of the Disclosure Schedule (including all written amendments, modifications and supplements thereto). All Material Contracts are valid, binding and in full force and effect, and are enforceable against the Company, and, to the Knowledge of the Company, against the other parties thereto, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a Proceeding at law or in equity). The Company has performed all obligations required to be performed by it to date under the Material Contracts to which it is a party, and it is not (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder. To the Knowledge of the Company, no other party to any Material Contract is (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect under any Material Contract. The Company has not received any written notice (or to the Knowledge of the Company, oral notice) of the intention of any other party to a Material Contract to terminate or cancel any Material Contract prior to the expiration of the term thereof, or to amend or otherwise modify the material terms of any Material Contract nor, to the Knowledge of the Company, does any party currently contemplate any such termination, cancellation, amendment or other modification to any Material Contract.

Redacted due to confidentiality and/or commercial sensitivity.

5.14 Taxes.

(a) The Company has timely filed (taking into account properly obtained extensions) all income and other material Tax Returns that it was required to file under applicable Law and applicable regulations. All such Tax Returns are true, correct and complete in all material respects. All material Taxes due and owing by the Company (whether or not shown on such Tax Returns) have been paid. There are no Liens for Taxes (other than Permitted Liens) upon any of the assets of the Company.

(b) The unpaid Taxes of the Company (i) did not, as of the date of the Interim Balance Sheet, exceed the reserve for Taxes (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Interim Balance Sheet (rather than any notes thereto), and (ii) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the custom and practice of the Company in filing its Tax Returns. Since the Interim Balance Sheet Date, the Company has not incurred any liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP, outside the ordinary course of business consistent with past practice and custom.

(c) The Company has made available to Purchaser accurate and complete copies of all income Tax Returns filed for taxable periods ending on or after December 31, 2019. The Company has made available to Purchaser accurate and complete copies of all Tax audit or examination reports, and statements of deficiencies assessed against or agreed to by the Company, as applicable, filed or received in at any time in the past three (3) years.

(d) There are no ongoing or pending actions, suits, proceedings, audits or investigations of the Company by any Taxing Authority in respect of Taxes, nor has any Seller or the Company received any written notice from any Taxing Authority that it intends to bring any such Proceeding or conduct any such audit or investigation, which have not been settled or resolved. No claim has been made in writing by any Taxing Authority in a jurisdiction in which the Company does not file Tax Returns that the Company is or may be required to file Tax Returns or pay Taxes in that jurisdiction.

(e) The Company has not (i) waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency for a Tax period that has yet to expire, or (ii) granted a power of attorney to any Person that is currently in force with respect to any Tax matter.

(f) All material Taxes that the Company is required to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, member or other third party have been duly withheld or collected, and have been paid over to the proper authorities to the extent due and payable.

(g) All deficiencies asserted or assessments made as a result of any audit or investigation by any Taxing Authority of the Tax Returns of the Company have been fully paid or resolved.

(h) The Company (i) is not a party to, and has no obligation under, any Tax sharing agreement, Tax allocation agreement, Tax indemnity agreement or similar Contract or arrangement (other than agreements, Contracts or arrangements the principal purpose of which do not relate to Taxes), (ii) has never been a member of an affiliated, consolidated, combined, unitary or similar Tax group, and (iii) has no Liability for Taxes of any other Person arising by Contract, transferee or successor liability, assumption, operation of law, Treasury Regulations Section 1.1502-6 (or any analogous state, local or foreign Law) or otherwise.

(i) The Company (i) has not participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4, (ii) has not, within the past three (3) years, distributed the stock of another Person, or had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 of the Code (or so much of Section 356 of the Code as relates to Section 355 of the Code) and (iii) is not subject to any private letter ruling of the Internal Revenue Service (or analogous ruling of any Taxing Authority).

(j) The Company will not be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date, as a result of any (A) change in method of accounting (including pursuant to Section 481(a) of the Code or any analogous state, local or foreign Law) or use of the cash method of accounting for any Pre-Closing Tax Period, (B) installment sale or other open transaction disposition made on or prior to the Closing, (C) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Law) executed on or prior to the Closing; or (D) prepaid amount received or deferred revenue realized on or prior to the Closing Date.

(k) The Company is not, and has not been during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, a "a United States real property holding corporation" within the meaning of Section 897(e)(2) of the Code.

(l) All required estimated Tax payments sufficient to avoid any material underpayment penalties or interest have been made by or on behalf of the Company.

(m) The Company has not claimed an employee retention tax credit under Section 2301 of the CARES Act. The Company has not (i) deferred the payment of any "applicable employment taxes" under Section 2302 of the CARES Act or (ii) deferred the employee-portion of any payroll Taxes under the Presidential Memorandum of August 8, 2020, or similar legislation, orders, or guidance, in either case, which amount has not since been paid.

(n) For purposes of this Section 5.14, any reference to the Company shall be deemed to include any Person that merged with or was liquidated or converted into the Company.

5.15 Proceedings; Judgments. Except as set forth in Section 5.15 of the Disclosure Schedule, the Company is not, and at any time during the past three (3) years has not been, subject to any Proceeding pending, or to the Knowledge of the Company, has any Proceeding been brought or threatened in writing against any of the Company or, to the extent related to the Company's business, any Affiliate of the Company, or any of their respective officers, managers or directors in such capacity as an officer, manager or director, and there is no outstanding Judgment to which the Company or, to the extent related to the Company's business, any Affiliate of the Company, is a party or subject.

5.16 Benefit Plans.

(a) Section 5.16(a) of the Disclosure Schedule sets forth an accurate and complete list of each "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and each other retirement, supplemental retirement, deferred compensation, executive compensation, employment, consulting, bonus, incentive, compensation, stock purchase, employee stock ownership, equity or equity-based, severance, retention, salary continuation, vacation or sick pay policy, termination, change in control, employee loan, medical, welfare, retiree medical or life insurance, disability, death benefit, group insurance, hospitalization, Code Section 125 "cafeteria" or "flexible" benefit, educational, employee assistance, fringe benefit and all other employee benefit plan, policy, agreement, program or arrangement, whether or not subject to ERISA, whether formal or informal,

oral or written, which the Company and, to the extent related to the Business Personnel, any of its Affiliates maintains, sponsors or contributes to or with respect to which the Company has any direct or indirect present or future Liability (collectively, the "Company Benefit Plans" and each, a "Company Benefit Plan").

(b) Each of the Company Benefit Plans intended to qualify under Code Section 401(a) is the subject of a favorable determination or opinion letter issued by the Internal Revenue Service as to its qualified status under the Code, which determination or opinion letter may still be relied upon as to the qualified status of the Company Benefit Plan and, to the Knowledge of the Company, no circumstances have occurred since the date of such favorable determination or opinion letter that would result in the loss of the Tax-qualified status of the Company or any Company Benefit Plan.

(c) None of the Company Benefit Plans that are "welfare benefit plans", as defined in Section 3(1) of ERISA, provides for continuing benefits or coverage for any participant or beneficiary of a participant after such participant's termination of employment, except to the extent required by applicable Law and at the sole expense of such participant or the participant's beneficiary.

(d) Neither the Company nor any of its ERISA Affiliates has at any time sponsored or has ever been obligated to contribute to, or had any liability in respect of, (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, Section 412 of the Code or Section 302 of ERISA (including any "multiemployer plan" within the meaning of Section (3)(37) of ERISA), (ii) a "multiple employer plan" as defined in Section 413(e) of the Code, or (iii) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(e) The Company has made available to Purchaser, with respect to each of the Company Benefit Plans, to the extent applicable: (i) a copy of all Company Benefit Plans and all amendments thereto (including any amendment that is scheduled to take effect in the future), (ii) a copy of each Contract (including any trust agreement, funding agreement, service provider agreement, insurance agreement, investment management agreement or recordkeeping agreement) relating to any Company Benefit Plan, (iii) a copy of the most recent (if any) summary plan description for the Company Benefit Plan, (iv) for the three most recent plan years, (A) the Internal Revenue Service Form 5500 and all schedules thereto, (B) financial statements, (C) actuarial or other valuation reports and (D) material non-routine communications with any Governmental Entity, (v) a copy of any determination letter, notice or other document that has been issued by, or that has been received by the Company from any Governmental Entity with respect to any Company Benefit Plan, and (vi) written summaries of all non-written Company Benefit Plans.

(f) Each of the Company Benefit Plans has been established, maintained, operated and administered in all material respects in accordance with its terms and in compliance with applicable Law, including the Code and ERISA. To the Knowledge of the Company, no prohibited transaction within the meaning of Code Section 4975 or ERISA Section 406 or 407, and not otherwise exempt under ERISA Section 408, has occurred or is reasonably expected to occur with respect to a Company Benefit Plan that would reasonably be expected to subject the Company to any Liability.

(g) Each contribution or other payment that is required to have been accrued or made to, under, or with respect to any Company Benefit Plan has been duly accrued on the Financial Statements or made on a timely basis.

(h) There are no Proceedings (other than routine claims for benefits) pending or, to the Knowledge of the Company, threatened with respect to any Company Benefit Plan or the assets of any Company Benefit Plan or any related trust or the plan sponsor or administrator, or against any fiduciary of any Company Benefit Plan with respect to the operation thereof, and to the Knowledge of the Company,

no event has occurred and no condition exists that would be reasonably likely to give rise to any such Proceedings. To the Knowledge of the Company, no event has occurred and no condition exists that would be reasonably likely to subject the Company to any material Tax, fine, lien or penalty (civil or otherwise) imposed by ERISA, the Code or other applicable Law.

(i) Neither the execution and delivery of this Agreement nor the consummation of any of the Contemplated Transactions will, either alone or in connection with any other event(s), (i) result in any payment or benefit becoming due to any current or former employee, contractor, officer, director or other service provider of the Company under any Company Benefit Plan, (ii) accelerate the time of payment, funding or vesting of any benefits to any current or former employee, contractor, officer, director or other service provider of the Company under any Company Benefit Plan, (iii) increase the amount of compensation or benefits due any current or former employee, officer, director, contractor or other service provider under any of the Company Benefit Plans or (iv) limit the right to merge, amend or terminate any Company Benefit Plan (except any limitations imposed by applicable Law, if any).

(j) Neither the execution and delivery of this Agreement nor the consummation of the Contemplated Transactions shall, either alone or in connection with any other event(s), give rise to any "excess parachute payment" as defined in Section 280G(b)(1) of the Code, any excise Tax owing under Section 4999 of the Code or any other amount that would not be deductible under Section 280G of the Code.

(k) The Company maintains no obligations to gross-up or reimburse any individual for any Tax or related interest or penalties incurred by such individual, including under Sections 409A or 4999 of the Code or otherwise.

(l) Each of the Company Benefit Plans which is a "nonqualified deferred compensation plan" subject to Section 409A of the Code and the regulations and other guidance issued thereunder ("Section 409A") has been established, operated and maintained in compliance with Section 409A in all material respects.

(m) Each Company Benefit Plan that is a "group health plan" for purposes of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act (the "Affordable Care Act") has been maintained and administered in compliance with the Affordable Care Act.

(n) None of the Company Benefit Plans is governed by the Laws of any jurisdiction other than the United States.

(o) The individuals listed in Section 5.16(o) of the Disclosure Schedule and their dependents are the only Persons who are not employees of the Company (or dependents thereof) and who participate in the Company Benefit Plans.

5.17 Employees and Labor Matters.

(a) Section 5.17(a) of the Disclosure Schedule sets forth, with respect to each current employee and individual independent contractor (including any Entity independent contractor that has, directly or indirectly, a majority of its Equity Securities owned by an individual) of the Company and, to the extent such Person provides services to the Company in connection with its business, any Seller Party or any of their respective Affiliates (including any employee who is on a leave of absence or on layoff status) (the "Business Personnel"): (i) the name, title or classification of each Business Personnel (if an employee), (ii) each Business Personnel's (if an employee) annualized base compensation as of the Interim Balance Sheet Date, (iii) the number of hours of personal time that each Business Personnel (if an employee)

has accrued as of the Interim Balance Sheet Date, (iv) whether the Business Personnel (if an employee) is receiving workers' compensation or disability payments or is on leave or layoff status, (v) each Business Personnel's location (city, state or, if applicable, province, and country), (vi) each Business Personnel's (if an employee) annual bonus under any bonus or variable compensation plan, (vii) whether such Business Personnel is an employee or independent contractor of the Company or an Affiliate, and (viii) and a true, correct and complete list of all independent contractors and consultants who are Business Personnel, showing date of engagement, and the basis of compensation.

(b) Section 5.17(b) of the Disclosure Schedule accurately identifies each former Business Personnel of the Company who is receiving or is scheduled to receive (or whose spouse or other dependent is receiving or is scheduled to receive) any benefits from the Company relating to such former employee's employment or engagement with the Company, and Section 5.17(b) of the Disclosure Schedule accurately describes such benefits.

(c) No Business Personnel are represented by any union or other labor organization. No union, labor organization, or group of employees has made a pending demand for recognition, and there are no representation proceedings or petitions seeking a representation proceeding presently pending, or to the Knowledge of the Company, threatened to be brought or filed with the National Labor Relations Board or other labor relations tribunal. There is no organizing activity involving the Company pending or threatened by any labor organization or group of employees. In the past three (3) years there has not been any (i) strike, slowdown, lockout, work stoppage or arbitrations, or (ii) material grievances or other labor disputes or any similar activity pending, or to the Knowledge of the Company, threatened against or affecting the Company or its Business Personnel. There are no unfair labor practice charges, grievances or complaints pending or, threatened in writing or, to the Knowledge of the Company, orally threatened, by or on behalf of any Business Personnel or former employee. The Company is not party to any collective bargaining agreement, labor union contract, or trade union (each a "Collective Bargaining Agreement") which pertains to Business Personnel of the Company, and there are no Collective Bargaining Agreements being negotiated by the Company.

(d) To the Knowledge of the Company: (i) no Business Personnel intends to terminate his or her employment or engagement, (ii) no Business Personnel has received an offer to join a business that is competitive with the business of the Company, and (iii) no Business Personnel is a party to or is bound by any confidentiality agreement, noncompetition agreement or other Contract (with any Person) that may have an adverse effect on (A) the performance by such Business Personnel of any of his or her duties or responsibilities as a Business Personnel of the Company; or (B) the business of the Company. There are no complaints, charges or claims against the Company pending or, to the Knowledge of the Company, threatened that could be brought or filed, with any Governmental Entity based on, arising out of, in connection with or otherwise relating to the employment or termination of employment of or failure to employ, any individual.

(e) The Company is, and at all times in the past three (3) years has been, in material compliance with all applicable Laws governing employment or labor, including all such Laws relating to wages, hours, worker classification (including but not limited to exempt/non-exempt and independent contractor/employee), the provision and administration of meal and rest periods/breaks, immigration, collective bargaining, discrimination, harassment, retaliation, civil rights, background checks and screenings, privacy and biometric screening laws, paid sick days/leave entitlements and benefits (including but not limited to the federal Emergency Paid Sick Leave Act and any applicable foreign, state or local laws concerning COVID-19-related paid sick leave or other benefits), family and medical leave and other leaves of absence (including but not limited to the federal Emergency Family and Medical Leave Expansion Act), the federal Occupational Safety and Health Act and any applicable foreign, state or local laws concerning COVID-19-related heath and safety issues and workers' compensation.

(f) There are no Proceedings against the Company pending or, to the Knowledge of the Company, threatened by any Person or Governmental Entity with respect any Law relating to employment or other engagement of labor, including, without limitation, all Proceedings based on, arising out of, in connection with or otherwise relating to the employment or termination of employment or failure to employ by the Company of any Person. The Company has withheld all amounts required by applicable Law to be withheld from the wages, salaries and other payments to employees, and are not, to the Knowledge of the Company, liable for any arrears of wages or any taxes or penalty for failure to comply with any of the foregoing. The Company is not liable for any outstanding payment to any trust or other fund or to any Governmental Entity, with respect to unemployment compensation benefits, social security or other benefits for employees (other than routine payments to be made in the ordinary course of business).

(g) The Company has not taken any action relating to any employee or worksite that would require the service of a notice under the Worker Adjustment and Retraining Notification Act of 1988 applicable state Laws, taking into account any temporary or permanent modification to such Laws as a result of the COVID-19 pandemic (collectively, the "WARN Laws") within the six (6) months prior to Closing. The Company has not engaged in any temporary layoffs, furloughs, or hours reductions that would trigger notice requirements under any WARN Laws were such temporary layoff, furlough, or hours reduction to last for at least six (6) months.

(h) All individuals who perform or have performed services for the Company have been properly classified under applicable Law as (i) employees or independent contractors, to the extent applicable, and (ii) for employees, as an "exempt" employee or a "non-exempt" employee (within the meaning of the FLSA and applicable state wage laws governing overtime pay), and no such individual has been improperly included or excluded from any Company Benefit Plan, except for non-compliance or exclusions which would not reasonably be expected to result in material liability to the Company, and the Company is not in notice of any pending or, to the Knowledge of the Company, threatened inquiry or audit from any Governmental Entity concerning any such classifications. The Company has not incurred, and to the Knowledge of the Company, no circumstances exist under which the Company would reasonably be expected to incur, any liability arising from (i) the failure to pay wages (including overtime wages), (ii) the misclassification of employees as independent contractors and/or (iii) the misclassification of employees as exempt from the requirements of the Fair Labor Standards Act or similar state or foreign Laws.

(i) No Judgment, consent decree, or arbitration award imposes continuing remedial obligations or otherwise limits or affects the Company's ability to manage its employees, service providers, or job applicants.

(j) Except as set forth on Section 5.17(j)(i) of the Disclosure Schedule, the current Business Personnel of the Company are authorized and have appropriate documentation to work in the United States. The Company has not ever received written or, to the Knowledge of the Company, oral notice of any pending or threatened investigation by any branch or department of U.S. Immigration and Customs Enforcement ("ICE"), or other federal agency charged with administration and enforcement of federal immigration laws concerning the Company, and the Company has not ever received any "no match" notices from ICE, the Social Security Administration or the IRS.

(k) The Company has promptly, thoroughly and impartially investigated (to the extent reasonable) all employment discrimination and sexual harassment allegations of, or against, any employee of the Company. The Company has taken prompt corrective action that is reasonably calculated to prevent further discrimination and harassment with respect to each such allegation with potential merit. The Company has not incurred and, to the Knowledge of the Company, no circumstances exist under which the Company would reasonably be expected to incur, any liability arising from such allegations.

(l) The execution and delivery by the Company and the Seller Parties of this Agreement and the performance by the Company and the Seller Parties of this Agreement do not require the Company or any Seller Party to seek or obtain any consent, engage in consultation with, or issue any notice to or make any filing with (as applicable) any Business Personnel or any representatives, labor unions, works councils or similar organizations representing any Business Personnel, or any Governmental Entity, with respect to any Business Personnel.

5.18 Compliance with Applicable Laws. Since the date that is three (3) years prior to the date hereof, the Company has conducted its business, and operated and used all of its assets, in material compliance with all applicable Laws. Since the date that is three (3) years prior to the date hereof, the Company has not received any written notice from any Governmental Entity or any other Person alleging the violation of, or failure to comply with, any applicable Law.

5.19 Permits.

(a) Section 5.19 of the Disclosure Schedule sets forth an accurate and complete list of each Permit (including Environmental Permits and Healthcare Permits) held by the Company (collectively, the "Company Permits"), and the Company has made available to Purchaser accurate and complete copies of all Company Permits including all renewals and all amendments thereof. The Company Permits are valid and in full force and effect, and collectively constitute all Permits necessary to enable each of the Company to conduct its business in all material respects in the manner in which it is presently conducted. The Company is and has been in compliance in all material respects with all of the Company Permits. The Company has not received any written notice from any Governmental Entity alleging the violation of, or failure to comply with, any term or requirement of any of the Company Permits, or regarding the revocation, withdrawal, suspension, cancellation, termination or modification of any of the Company Permits.

(b) Section 5.19(b) of the Disclosure Schedule sets forth any and all Healthcare Permits and Payor agreements and arrangements of the Company. Section 5.19(b) of the Disclosure Schedule contains all Healthcare Permits required to conduct the Company's business as currently conducted. All such Healthcare Permits (a) have been issued or given to the Company (and no other Person) and are in good standing and full force and effect and (b) constitute all Healthcare Permits that are required for the Company to conduct its business as currently conducted (including the receipt of payment or reimbursement from patients, Payors and related fiscal intermediaries). The Company is operating and at all times has operated in compliance with each such issued Healthcare Permit in all material respects, and to Company's Knowledge, there is no basis for any Governmental Entity or other Person to allege that (i) the Company has not operated in material compliance with any required Healthcare Permit, (ii) the Company has not operated in material compliance with any required Healthcare Permit, or (iii) or that any Healthcare Permit held by the Company is not in good standing.

(c) Section 5.19(c) of the Disclosure Schedule sets forth any and all Healthcare Permits, of any Healthcare Provider. Each Healthcare Provider has in good standing all Healthcare Permits required for such Person to perform such Person's duties for Company as currently provided and for Company to obtain payment or reimbursement from patients, Payors and related fiscal intermediaries with respect to services provided by such Persons on behalf of the Company as currently provided.

5.20 Healthcare Regulatory.

(a) No validation or program integrity review relating to the Company has been conducted by any Governmental Entity in connection with any Governmental Health Program, and no such reviews are pending or threatened. The Company has not made, nor is the Company in the process of making, a voluntary self-disclosure under the Medicare self-referral disclosure protocol, or under the self-

disclosure protocol established by the Office of Inspector General of the HHS, or any other United States Attorney or other Governmental Entity. The Company is not currently considering any such self-disclosure, and the Company does not have an obligation to make any such self-disclosure. Without limiting the generality of Section 5.18, the Company and its business are and at all times in the last five (5) years have been in compliance in all material respects with all Healthcare Laws. No Seller Party nor the Company has received any notice, including of any healthcare related Proceeding, regarding any non-compliance with any Healthcare Law by the Company or with respect to the Company's business. No such notice, complaint, action or other Proceeding has been filed, commenced or, threatened, alleging non-compliance by the Company with respect of any Healthcare Laws (other than notices regarding routine matters that are remedied in the normal course of business that are immaterial individually or in the aggregate) by any Governmental Entity, Payor, or any other Person. To the Knowledge of the Company, no circumstance, fact, or event exists that could give rise to the foregoing.

(b) The Company and each of its respective direct or indirect equity owners, officers, directors, managers, employees, agents, and the Healthcare Providers, is not, has not, and has not been threatened to be: (i) debarred, excluded, precluded or suspended from participating in any Governmental Health Program, (ii) subject to a civil monetary penalty or civil investigative demand, sanctioned or convicted of a crime, or pled nolo contendere or to sufficient facts, in connection with any allegation of violation of any Payor Contract or Healthcare Law; (iii) listed on the General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs, (iv) party to any corporate integrity agreement or subjected to reporting obligations pursuant to any deferred prosecution agreement, consent decree, settlement, integrity agreement, corrective action plan or other similar obligation, government order, or agreement with any Governmental Entity, (v) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury, (vi) has been the defendant in any qui tam/False Claims Act litigation, (vii) has been served with or received any search warrant, subpoena, civil investigative demand, or contact letter by or from any federal or state enforcement agency or Governmental Entity, (viii) (A) has been convicted, charged, or to the Company's Knowledge, investigated for (A) criminal offenses relating to the delivery of an item or service with a Payor, (B) criminal offenses under any Laws relating to patient neglect or abuse in connection with the delivery of a healthcare item or service, (C) criminal offenses under any Laws relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in a Payor program, (D) violation of or under any Law relating to the interference with or obstruction of any investigation into any criminal offense, or (E) any related or similar violation of any Law or other offenses. To the Knowledge of Company, there are no circumstances, facts, or events exist that could rise to the foregoing items.

(c) Section 5.20(c) of the Disclosure Schedule lists all the Company's Contracts and arrangements with Payors under which Company bills or receives reimbursement for services. All such contracts in Section 5.20(c) of the Disclosure Schedule are fully executed and are in full force and effect. The Company is, and at all times has, (i) been duly enrolled and in good standing with all Payors in which they participate, (ii) in compliance in all material respects with all applicable state and federal conditions for payment and participation with such Payors and Payor Contracts, (iii) timely filed all reports and billings to all Payors, all of which were prepared, handled and filed in compliance in all material respects with all applicable Healthcare Laws and Payor Contracts, (iv) complied with all applicable Healthcare Laws and Payor Contracts related to the documentation and coding of medical claims, (v) paid all known and undisputed refunds, overpayments, discounts and adjustments due with respect to any such report or billing, (vi) been in compliance in all material respects with the terms of all Payor Contracts, and (vii) had appropriate authority to bill and submit claims under all contracts entered between Payors and Healthcare Providers as individuals. The Company has no material disputed refunds, overpayments, discounts or adjustments due with respect to any Payors. The Company has not received notice of any appeals,

overpayment determinations, recoupments, adjustments, challenges, audits, or litigation, except for appeals of individual claims denials in the ordinary course of business that would not, individually or in the aggregate, be reasonably likely to be material. To the Knowledge of the Company, no circumstance, fact, or event exists giving rise to the foregoing items.

(d) The Company has not offered, paid, solicited or received anything of value, paid directly or indirectly, overtly or covertly, in cash or in kind, in violation of any Healthcare Law, to or from (i) any licensed professional, family member of a licensed professional, or an entity in which a licensed professional or such licensed professional's family member has an ownership or investment interest, (ii) any healthcare provider, pharmacy, drug or equipment supplier, distributor, manufacturer, or Payor, or (iii) any Person (including any patient, supplier, medical staff member, Healthcare Provider, contractor or Payor) in order to induce business or otherwise illegally obtain business or payments. The Company has not made any payment, directly or indirectly, to any Healthcare Provider as an inducement to reduce or limit medically necessary services to individuals who are under the direct care of such Healthcare Provider and who are entitled to benefits under any Governmental Health Program. Except as set forth in Section 5.20(d) of the Disclosure Schedule, no Healthcare Provider at the Company has an ownership interest in any of the Seller Parties that is greater than 0.5% or an option to purchase equity in any of the Seller Parties that is greater than 0.5%.

(e) Each Healthcare Provider (i) is and has been duly licensed and registered where applicable by the state(s) in which such Healthcare Provider provides services, and is in good standing to engage in the licensed practice for which they are performing services in all such state(s), (ii) has not had any Healthcare Permit suspended, restricted, limited, impaired, voluntarily not renewed to avoid revocation or restriction, revoked or restricted in any manner, (iii) to the extent such Healthcare Provider has had controlled substances registrations issued by a state or the United States Drug Enforcement Administration, such registrations have not been surrendered, suspended, revoked or restricted in any manner, (iv) has never been reprimanded, sanctioned, excluded, or disciplined by any licensing board or any other Governmental Entity, professional society, hospital, or Payor, (v) has never had a final judgment or settlement without judgment entered against him or her in connection with a malpractice or similar Proceeding, (vi) has never been terminated from his or her employment for cause, and (vii) has never been a party or subject to the following: (A) a disciplinary review, peer review investigation, or claim instituted by any licensure board or Governmental Entity; (B) Proceeding based on any allegation of violating Healthcare Laws or professional ethics; (C) a Proceeding involving a felony civil offense or that is reasonably related to qualifications or competence relating to their professional practice; (D) any denial of an application (1) in any state for licensure as a healthcare professional; (2) for medical staff or allied staff privileges at any hospital or other healthcare entity; (3) for board certification or recertification; (4) for participation in any Payor; (5) for state or federal controlled substances registration, drug, alcohol, or misuse of controlled substances; or (6) for malpractice insurance.

(f) The Company has not performed or been involved with any research or clinical trials. The Company has not engaged in any activities that are prohibited under the Federal Controlled Substances Act, 21 U.S.C. § 801 et seq., or the applicable regulations promulgated pursuant to such statute or any Law concerning the dispensing, storage, administering, or sale of controlled substances, nor has the Company had loss, diversion or theft of any controlled substances or prescription pads. The Company has maintained all material respects all records required to be maintained by the FDA, Payors, and the Laws of all other applicable federal, state, and local governmental authorities as required by applicable Laws. Each Healthcare Provider that prescribes, orders or administers controlled substances holds a current and unrestricted DEA registration and any other registration required to prescribe, order or administer such controlled substances as applicable.

(g) The Company is and has been in compliance in all material respects with HIPAA, and, except as set forth in Section 5.20(g) of the Disclosure Schedules has (i) experienced no "breach of unsecured PHI" as defined in 45 C.F.R. 164.402, successful "security incident" as defined in 45 C.F.R. 164.304, or other disclosure not permitted by HIPAA with respect to PHI; (ii) not received any written complaints, audit requests or notices from any Governmental Entity or other Person regarding the use or disclosures of PHI; (iii) not received any written notice or complaint of, and there are no investigations or Proceedings pending or threatened with respect to any alleged Breach of Unsecured PHI or other violation of HIPAA; (iv) implemented all measures required for it to comply with HIPAA in all material respects, (v) created and maintained written policies and procedures to protect the privacy of all patient information and implemented commercially reasonable security procedures, including physical and electronic safeguards, to protect all personal information stored, accessed, or transmitted; (vi) implemented all required implementation specifications and all addressable implementation specifications that are reasonable and appropriate, as required by HIPAA; (vii) implemented appropriate corrective actions to address all material vulnerabilities in their HIPAA safeguards and controls identified through such necessary assessments; (viii) trained its Workforce with respect to its obligations under HIPAA; (ix) complied in all material respects with its HIPAA notices of privacy practices; (x) executed HIPAA-compliant Business Associate Agreements when such agreements are required under HIPAA and has complied in all material respects with such agreements; and (xi) complied with all state and local laws and regulations governing the privacy and security of health information.

(h) Parent maintains a compliance program having the elements of an effective corporate compliance and ethics program pursuant to all applicable Laws in which the Company participates and to which the Company is subject. There are no material outstanding compliance complaints or reports, ongoing internal compliance investigations, or outstanding compliance corrective actions.

(i) The Company is and has been in compliance with all applicable Laws in respect to the generation, transportation, treatment, storage, disposal and other handling of medical waste.

5.21 Environmental Matters. (a) The Company is, and during the past five (5) years has been, in compliance with all applicable Environmental Laws, which compliance includes obtaining, maintaining and complying with all Environmental Permits; (b) the Company is not subject to any pending or to its knowledge, threatened Proceeding, or is subject to any remedial or other obligations or Liability under, any Environmental Law; (c) there have been no Releases of Hazardous Materials by the Company, or, to the Knowledge of the Company, any other Person at the Real Property or any property or facility formerly owned or operated by the Company, and no Hazardous Materials are present on the Real Property in quantities or concentrations exceeding any applicable standard under Environmental Law except those that would not, individually or in the aggregate, reasonably be expected to result in the Company incurring material Liability under Environmental Law; (d) the Company has not sent, arranged for disposal or treatment, or transported any Hazardous Material to a facility which is identified as a remediation site pursuant to any Environmental Law; (e) the Company has not assumed, by Contract or by operation of law, any Liabilities arising under Environmental Laws. The Company is not subject to any environmental or similar indemnity obligations in favor of any lessee, purchaser, licensee or other Person in connection with or under Contracts to which the Company is a party. The Company has made available to Purchaser all material environmental and health and safety audits, assessments, reports and, with respect to any pending or threatened Proceeding involving Environmental Laws, other material documents that are in the possession of the Company and that relate to the past or present properties, facilities or operations of the Company.

5.22 Payors and Suppliers.

(a) Section 5.22 of the Disclosure Schedule sets forth a correct and complete list of (i) the ten (10) largest suppliers (by dollar volume) of products or services to the Company during the eight (8) month period ended August 31, 2024, (ii) (A) the fifteen (15) largest Payors (by dollar volume) of the Company and (B) the top ten (10) referral sources of the Company (by patient volume), each during calendar years and 2023 and the eight (8) month period ended August 31, 2024. There are no outstanding audits, disagreements on reimbursement rates or reimbursement for certain claims, disagreements on covered services, disagreements on the Company's documentation practices, disagreements on credentialing of any providers, or any Proceedings with any of such Payors.

(b) Since December 31, 2022, none of the suppliers listed on Section 5.22 of the Disclosure Schedule has notified the Companies that it shall stop, materially decrease the rate of, or materially change the pricing of, supplying materials, products or services to the Company, or otherwise materially change the terms of its relationship with the Company. Neither Company nor any Seller Party has been notified that any supplier listed on Section 5.22 of the Disclosure Schedule will stop, materially decrease the rate of, or materially change the pricing of, supplying products or services to the Company or otherwise materially change the terms of its relationship with the Company after, or as a result of, the consummation of any transactions contemplated by this Agreement or that any such supplier is threatened with bankruptcy or insolvency. Neither the Company nor any Seller Party knows of any fact, condition or event which would adversely affect the relationship of the Company with any such supplier.

(c) Since December 31, 2022, none of the Payors listed on Section 5.22 of the Disclosure Schedule has notified Company that it has initiated a non-routine investigation, audit, or other review of the Companies' billing and coding practices, and neither Company nor any Seller Party has any reasonable basis to believe that any such non-routine review will occur as a result of the Companies' activities prior to the Closing. Since December 31, 2022, none of the Payors listed on Section 5.22 of the Disclosure Schedule has issued any written demand for recoupment, repayment, return of overpayment, or refund to the Companies, that has not been remedied and neither Company nor any Seller Party has any reasonable basis to believe that any such review will occur as a result of the Company's activities prior to the Closing.

5.23 Accounts Receivable. All accounts and notes receivable of the Company reflected on the Interim Balance Sheet and all accounts and notes receivable as of the Closing Date (net of allowances for doubtful accounts) are valid receivables arising in the ordinary course of business and are determined in accordance with GAAP. No Person has any Liens on such receivables or any part thereof, and no agreement for deduction, free goods, discount or other deferred price or quantity adjustment has been made with respect to any such receivables. To the Knowledge of the Company, there is no pending contest, dispute or Proceeding with respect to the amount or validity of any amount of any such accounts and notes receivable.

5.24 Affiliate Transactions. Except as set forth on Section 5.24 of the Disclosure Schedule, there are no Contracts, loans, leases or other agreements or transactions between the Company, on the one hand, and any Seller Party, any Affiliate of a Seller Party, or any present or former shareholder, director, officer or employee of the Company (or any Affiliate or immediate family member of the foregoing) (collectively, "Related Persons"), on the other hand. The Company does not owe any amount to any Related Person (other than compensation and employee benefit sin the ordinary course of business consistent with past practice). No Related Person owns directly or indirectly, on an individual or joint basis, any interest in, or serves as an officer or director or in another similar capacity of, any material competitor, referral source, Payor, landlord, customer or supplier of the Company, or any organization which has a material Contract or arrangement with the Company.

5.25 Absence of Unlawful Payments. The Company has not and, to the Knowledge of the Company, neither the Company nor any of its officers, directors or other employees or other Person acting on their behalf have (a) violated any applicable provision of the Foreign Corrupt Practices Act of 1977, as amended; (b) been targeted by any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department; (c) paid, offered, promised or authorized payment of, money or any other thing of value to any Governmental Entity or officer, employee, official, political party (or official thereof), candidate for political office, employee of a state-owned enterprise or official of an international organization (each, a "Government Person") in violation of applicable Law for the purpose of influencing, directly or indirectly through another Person, any act, omission or decision of such Government Person in an official capacity so that the Company might secure any advantage, obtain or retain business or direct business to any Person; or (d) accepted or received any contributions, payments, gifts or expenditures that, to the Knowledge of the Company, was unlawful. Neither the Company nor any officer, director, manager or, to the Knowledge of the Company, any other employee or service provider of the Company has violated any Laws relating to U.S. sanctions.

5.26 Brokers. Except as set forth on Section 5.26 of the Disclosure Schedule, the Company has not retained any Person to act as a broker or agreed or become obligated to pay, or has taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, banker's fee, finder's fee or similar commission or fee in connection with any of the Contemplated Transactions.

5.27 CARES Act Programs. Neither the Company nor, to the extent relating to the Company's business, any Seller Party or any of their respective Affiliates, has applied for or received a PPP Loan, Payroll Support or payments or other loans, grants, tax credits or similar financial assistance associated with the CARES Act or other government stimulus programs (collectively, the "CARES Act Programs"). The Company, and to the extent related to the Company's business, the Seller Parties and their respective Affiliates, as applicable, have complied in all material respects with all CARES Act Programs, the CARES Act and applicable Laws and regulatory and procedural guidance or requirements implemented in response to the COVID-19 pandemic (collectively, the "Applicable COVID Relief Laws").

5.28 Disclosure of Material Information. No representation or warranty or other statement made by any Seller Party in this Agreement or any Ancillary Agreement (including the related portions of the Disclosure Schedule) contains any untrue statement of a material fact or knowingly omits to state any material fact necessary to make any statement herein or therein misleading.

5.29 Disclaimer of Other Representations and Warranties.

(a) **NEITHER THE COMPANY NOR ANY OF ITS REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES OR EQUITYHOLDERS HAS MADE, AND SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO THE COMPANY OR IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE V AND IN ARTICLE IV.**

(b) Without limiting the generality of the foregoing, neither the Seller Parties, the Company nor any representative, employee, officer or director of the Company or the Seller Parties, has made, and shall not be deemed to have made, any representations or warranties in the materials relating to the Company made available to Purchaser, including due diligence materials and any confidential information memorandum, or in any presentation of the Company or others in connection with the transactions contemplated hereby, and no statement contained in any of such materials or made in any such presentation shall be deemed a representation or warranty hereunder or otherwise other than as expressly

set forth in this Article V and Article IV. It is understood that any cost estimates, projections or other predictions, any data, any financial information or any memoranda or offering materials or presentations, made available by the Seller Parties, the Company and any of their representatives, are not and shall not be deemed to be or to include representations or warranties of the Seller Parties, the Company, nor any representative, employee, officer or director of the Company or the Seller Parties (other than that they were prepared in good faith).

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to the Seller Parties that the statements contained in this Article VI are accurate and complete as of the date hereof and as of the Closing Date.

6.01 Authority; Execution and Delivery; Enforceability. Purchaser has full corporate or other requisite power and authority to execute and deliver this Agreement and the Ancillary Agreements to which Purchaser is a party and to consummate the Contemplated Transactions. The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements to which Purchaser is a party and the consummation by Purchaser of the Contemplated Transactions, have been duly authorized by all necessary corporate or other requisite action, and no other action on the part of Purchaser is necessary to authorize the execution, delivery and performance of this Agreement and the Ancillary Agreements to which Purchaser is a party and the Contemplated Transactions. This Agreement and each of the Ancillary Agreements to which Purchaser is (or, at the Closing, will be) a party have been duly executed and delivered with this Agreement. This Agreement constitutes and the Ancillary Agreements to which Purchaser is a party, upon execution and delivery by Purchaser, will each of constitute, the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that their enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and to general equitable principles.

6.02 Noncontravention. Neither the execution and delivery of this Agreement nor any of the Ancillary Agreements to which Purchaser is a party, nor the consummation or performance of any of the Contemplated Transactions, in any material respect, contravene, conflict with or result in a violation of (with or without notice or lapse of time or both) (a) any other Law or any Judgment to which Purchaser is subject; (b) the provisions of any material Contract to which Purchaser is subject; or (c) the provisions of the Organizational Documents of Purchaser.

6.03 Judgments. There are no outstanding Judgments to which Purchaser is a party or is subject that would reasonably be expected to prohibit or delay the Contemplated Transactions.

6.04 Acquisition of Shares for Investment. Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of Purchaser's acquisition of the Shares. Purchaser can bear the economic risk of its investment in the Shares and can afford to lose its entire investment in the Shares, and the Seller Parties have provided Purchaser the opportunity to ask questions of the officers and employees of the Company and to acquire additional information about the business and financial condition of the Company. Purchaser is acquiring the Shares for investment and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling such Shares. Purchaser agrees that the Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act of 1933, as amended, except pursuant to an exemption from such registration available under such Act.

6.05 Brokers. Purchaser has not retained any Person to act as a broker or agreed or become obligated to pay, or has taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, banker's fee, finder's fee or similar commission or fee in connection with any of the Contemplated Transactions for which the Seller Parties could become liable or obligated.

6.06 Purchaser Compliance. Purchaser and its respective direct or indirect equity owners, officers, directors, managers, employees, is not and has not been: designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

6.07 Disclaimer of Other Representations and Warranties. **NEITHER PURCHASER NOR ANY OF ITS REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES OR EQUITYHOLDERS HAS MADE, AND SHALL NOT BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER RELATING TO PURCHASER OR IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS, OTHER THAN THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS ARTICLE VI.**

ARTICLE VII

PRE-CLOSING COVENANTS

7.01 Conduct of the Business. From the date hereof until the Closing or the earlier termination of this Agreement, except as consented to in writing by Purchaser, the Company shall: (a) use commercially reasonable efforts to conduct its business in the ordinary course of business consistent with past practice; (b) maintain and preserve intact the current organization, business and franchise of the Company and to preserve its rights, franchises, goodwill and relationships with its employees, customers, lenders, suppliers, regulators and others having business relationships with the Company, (c) preserve and maintain all Permits of the Company, and (d) comply in all material respects with applicable Laws. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, or the earlier termination of this Agreement, except (i) as otherwise provided in this Agreement, (ii) set forth on Section 7.01 of the Disclosure Schedule, or (iii) consented to in writing by Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), the Company shall not, and each Seller Party shall not permit the Company to, take any action that would cause any of the changes, events or conditions described in Section 5.08 to occur.

7.02 Access to Information. From the date hereof until the Closing Date or the earlier valid termination of this Agreement and subject to access that would be a violation of applicable Law, the Seller Parties and the Company will: (a) provide Purchaser and Purchaser's Representatives reasonable access to and the right to inspect all of the Real Property, properties, assets, premises, books and records, Contracts, agreements and other documents related to the Company; (b) furnish Purchaser and its Representatives with such financial, operating and other data and information related to the Company as Purchaser or any of its Representatives may reasonably request; and (c) reasonably cooperate with Purchaser and its Representatives in its investigation of the Company; *provided, however*, that any such investigation will be conducted at reasonable times during normal business hours and upon reasonable advance notice to the Company or the applicable Seller Party, as applicable, and in such a manner as to not unreasonably interfere with the normal operation of the Company or the Seller Parties. Purchaser will abide by the terms of the Confidentiality Agreement with respect to any access or information provided pursuant to this Section 7.02.

7.03 Notices and Consents; Sublease Agreements. Reasonably promptly following the execution of this Agreement, the Company and each Seller Party will give applicable notices to third parties and thereafter will use commercially reasonable efforts to promptly obtain any third-party consents required

in connection with the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements, including those referred to in Section 5.05 of the Disclosure Schedule. Reasonably promptly following the execution of this Agreement, if required by the landlord for the lease of (i) 154 East Myrtle Avenue, Suite 204, Murray, UT 84107, and (ii) 154 East Myrtle Avenue, Suite 302, Murray, UT 84107, the Parties will negotiate in good faith the Sublease Agreements.

7.04 No Control of the Company's Business. Nothing contained in this Agreement will give Purchaser, directly or indirectly, the right to control or direct the Company's operations prior to the Closing.

7.05 Confidentiality. Purchaser and the Seller Parties acknowledge and agree that the Confidentiality Agreement remains in full force and effect. Purchaser covenants and agrees to keep confidential, in accordance with the provisions of the Confidentiality Agreement, information provided to Purchaser pursuant to this Agreement. The Confidentiality Agreement shall continue in full force and effect until the Closing, at which time the Confidentiality Agreement and the obligations of the parties thereto shall terminate. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement and the provisions of this Section 7.05 will nonetheless continue in full force and effect.

7.06 Regulatory Authorizations and Consents.

(a) Subject to the other provisions of this Agreement, including Section 7.03 and this Section 7.06, each Party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or desirable under applicable Law to consummate the Contemplated Transactions and to cause the conditions set forth in Article IX to be satisfied as promptly as reasonably practicable. In furtherance and not in limitation of the foregoing, the Parties will (i) use their reasonable best efforts to obtain as promptly as reasonably practicable all consents, authorizations, permissions and similar approvals from, and to make all filings with and to give all notices to, all Governmental Entities and Payors required to consummate the Closing, (ii) cooperate fully with the other Parties in promptly seeking to obtain all such consents, authorizations, permissions and similar approvals and to make all such filings and give such notices, and (iii) provide such other information to any Governmental Entity and Payor as such Governmental Entity and Payor may request in connection therewith.

(b) Each of the Parties will promptly notify the other Parties of any substantive communication that it or any of its Affiliates receives from any Governmental Entity or Payor relating to the matters that are the subject of this Agreement and, to the extent reasonably practicable, permit the other Parties to review in advance any proposed substantive communication by such party to any Governmental Entity or Payor and consider the other parties' reasonable comments on any proposed substantive communications prior to their submission. No Party will agree to participate in any substantive meeting with any Governmental Entity or Payor in respect of any filings or Proceeding (including any settlement of any Proceeding) unless it consults with the other parties in advance and, to the extent permitted by such Governmental Entity or Payor, in the case of in-person meetings, invites the other parties to attend and participate at any such meeting. The Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other parties may reasonably request in connection with the foregoing. The Parties will provide each other with copies (subject to reasonable redactions) of all substantive correspondence, filings or communications between them or any of their Representatives, on the one hand, and any Governmental Entity or Payor or each of their respective members of its staff, on the other hand, with respect to this Agreement and the Contemplated Transactions.

7.07 Notification of Certain Matters. The Seller Parties and the Company shall give prompt notice to Purchaser of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is or becomes aware that will or is reasonably likely to result in (a) any of the conditions

set forth in Article IX becoming incapable of being satisfied, (b) any representation or warranty of any Seller Party or the Company contained in this Agreement to be untrue or inaccurate at or before the Closing, or (c) a failure of the Company or any Seller Party to comply in any material respect with any covenant, condition or agreement to be complied with by them under this Agreement; provided, however, that the delivery of any notice pursuant to this Section 7.07 will not limit or otherwise affect any representation or warranty given by any Seller Party or the Company hereunder, or any remedies available hereunder to any Purchaser Indemnified Party, it being further understood and agreed that the delivery of any such notice shall not in any manner constitute a waiver of any of the conditions set forth in Article IX.

7.08 Exclusivity.

(a) During the period from the date of this Agreement until the earlier of the termination of this Agreement or the Closing, neither the Company nor any Seller Party shall, directly or indirectly (including through any Representatives or Affiliates), (i) solicit, encourage or initiate any Acquisition Proposal, or (ii) institute, pursue or engage in any discussions or negotiations with, or enter into any agreement with, or provide any information relating to the Company or any of its assets or the Company's business (other than in the ordinary course of business consistent with past practice) to, any Person or group of Persons in furtherance of an Acquisition Proposal.

(b) From the date of this Agreement until the earlier of the Closing and the termination of this Agreement, each Seller Party and the Company shall, and shall cause their respective Affiliates and Representatives to (i) immediately cease any and all discussions or negotiations relating to an Acquisition Proposal that were pending on the date hereof (other than with Purchaser and its Representatives), and (ii) terminate access to non-public information that was available to any such parties and their representatives and direct such parties and their representatives to return or destroy such information. From the date of this Agreement until the earlier of the Closing and the termination of this Agreement, each Seller Party and the Company shall notify the Purchaser promptly, but in any event within two (2) days, orally and in writing if any such proposal or offer, or any inquiry or other contact with any Person with respect thereto, is made with respect to an Acquisition Proposal. Any such notice to Purchaser shall indicate in reasonable detail the identity of the Person making such proposal, offer, inquiry or other contact and the terms and conditions of such proposal, offer, inquiry or other contact. No Seller Party nor the Company shall release any Person from, or waive any provision of, any confidentiality or standstill agreement to which any Seller Party or of its Affiliates or the Company is a party, without the prior written consent of Purchaser.

7.09 Intercompany Arrangements and Termination of Affiliate Arrangements. Effective immediately prior to the Closing, except for (i) this Agreement and the Ancillary Agreements and (ii) the other arrangements, understandings or Contracts listed on Schedule 7.09, all intercompany transactions or accounts between any Seller Party or any of their Affiliates on the one hand, and the Company, on the other hand, shall be settled, and all Contracts between any Seller Party or any of their Affiliates, on the one hand, and the Company, on the other hand, including, without limitation, all Contracts set forth on Section 5.24 of the Disclosure Schedule, shall have been terminated without any party thereto having any continuing obligations or Liability to any other thereunder. In the event that following the Closing, Purchaser determines that any Contract listed on Section 5.24 of the Disclosure Schedule or otherwise that should have been terminated pursuant to the immediately preceding sentence was not so terminated, then at the request of Purchaser, the Seller Parties shall promptly effect such termination in a manner satisfactory to Purchaser.

7.10 Insurance Policy Requirements.

[redacted]

[redacted]

[redacted]

[redacted]

Redacted due to confidentiality and/or commercial sensitivity.

ARTICLE VIII

ADDITIONAL COVENANTS

8.01 Publicity. Purchaser and the Parent shall consult with each other before issuing any press release or making any public statement with respect to this Agreement and shall not issue any such press release or make any such public statement without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed, except as such release or announcement may be required by applicable Law, including the Laws of any United States or foreign securities exchange; provided, that to the extent permitted by Law, the announcing Party shall give the other Parties reasonable advance notice of such announcement. Notwithstanding the foregoing, Purchaser and its respective Affiliates shall be permitted to disclose summary information regarding this Agreement and the Contemplated Transactions on a confidential basis to its direct and indirect existing and prospective investors which shall not be considered public statements under this Section 8.01.

8.02 Tax Matters.

(a) Purchaser, at its expense, shall prepare or cause to be prepared and timely file or cause to be timely filed, all Tax Returns of the Company for all Tax periods ending on or prior to the

Closing Date required to be filed and first due after the Closing Date (taking into account applicable extensions of time to file) and for a Tax period that includes, but does not end on, the Closing Date (a "Straddle Period") in a manner consistent with past practice, except as otherwise required by this Agreement or applicable Law, provided, however, that prior to filing any such Tax Return that shows a Tax subject to indemnification pursuant to Section 11.01(a)(iii), Purchaser shall submit such Tax Return (and related schedules, statements and supporting documentation) and a statement of Taxes owed in connection with the filing of such Tax Return at least thirty (30) days (or if such deadline is not reasonably practicable, as soon as reasonably practicable) prior to the due date for filing such Tax Return (giving effect to valid filing extensions) to Seller for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. If Seller and Purchaser are unable to resolve any dispute regarding such Tax Return within fifteen (15) days after Purchaser submits such Tax Return to Seller, the dispute shall be resolved by the Accounting Referee; provided, however, if the due date of any such Tax Return is prior to the date that such dispute is resolved, the Tax Return shall be filed as initially prepared by Purchaser to the extent permitted by Law and shall be subsequently amended to reflect any changes by the Accounting Referee. The fees charged by the Accounting Referee shall be split equally between Purchaser and Seller.

(b) To the extent permitted by applicable Law based on a "more likely than not" standard (or higher level of authority), all income Tax deductions related to Transaction Expenses to the extent arising in the Pre-Closing Tax Period shall be claimed as current deductions on the income Tax Returns of the Company and treated as attributable to the Pre-Closing Tax Period. The Parties agree to apply Revenue Procedure 2011-29, 2011-18 IRB to any success-based fees in the calculation of any such Tax deductions.

(c) Except as otherwise required by applicable Law (as determined based on a "more likely than not" or higher level of review), without the prior written consent of the Seller, which consent shall not be unreasonable withheld, conditioned or delayed, Purchaser shall not, and shall not permit its Affiliates, including the Company, to (i) subject to Section 8.02(a), file any Tax Return of or with respect to the Company for a taxable period ending on or prior to the Closing Date or Straddle Period, (ii) amend, refile, revoke or otherwise modify any Tax Return for the Company, for any Pre-Closing Tax Period or Straddle Period, (iii) make or change any Tax election that applies or is retroactive to a taxable period ending on or prior to the Closing Date or Straddle Period (except, in the case of a Straddle Period, to the extent such Tax election is made in the ordinary course of business), (iv) file any Tax Return for any Company for a Pre-Closing Tax Period in any jurisdiction where prior to the Closing Date the Company has not filed such type of Tax Return; (v) agree to extend the statute of limitations with respect to any assessment of any Tax or deficiency related to a taxable period ending on or prior to the Closing Date or Straddle Period, other (in each case) than in connection with a Tax Proceeding conducted in accordance with Section 8.02(e) for any Company, or (vi) initiate or seek any voluntary disclosure agreement or amnesty type programs involving any Company with a Taxing Authority regarding a Pre-Closing Tax Period.

(d) The Company shall terminate any Tax sharing, Tax allocation or similar agreement to which the Company is a party as of the Closing Date, and, after the Closing Date, the Company shall not be bound thereby or have any liability thereunder.

(e) Purchaser shall notify the Seller in writing within ten (10) days after receipt by Purchaser, any Company or any of their respective Affiliates of notice of any audit or other Proceeding relating to Taxes of a Company relating to any (i) Pre-Closing Tax Period or (ii) Straddle Period (a "Tax Proceeding"); provided, however, that Purchaser's failure to provide such notification shall not affect Sellers' indemnification or other obligations under this Agreement except to the extent that Seller or its Affiliates are materially prejudiced thereby. Such notification shall specify in reasonable detail the basis for such Tax Proceeding and shall include a copy of the relevant portion of any correspondence received

from the Taxing Authority. If Purchaser could be entitled to indemnification pursuant to this Agreement with respect to such Tax Proceeding; then, notwithstanding anything to the contrary in this Agreement (i) with respect to Tax Proceedings relating solely to a Pre-Closing Tax Period, the Seller shall have the right (but not the duty), at its own cost or expense, to elect to control such Tax Proceeding by written notice to Purchaser within fifteen (15) days of receiving the written notice of the Tax Proceeding, provided that Purchaser shall have the right, at its own cost of expense, to participate in the defense of such matter and employ counsel, separate from counsel employed by the Seller, and the Seller shall provide Purchaser with a timely and reasonably detailed account of each stage of the Tax Proceeding, shall consult with Purchaser in good faith concerning the appropriate strategy for contesting such Tax Proceeding and shall not settle, compromise, or abandon any Tax Proceeding without obtaining Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed, and (ii) with respect to all Tax Proceedings that the Seller does not elect to control or Tax Proceedings relating to Straddle Periods, Purchaser shall have the right to control such Tax Proceeding; provided, that Seller, at its own cost and expense, shall have the right (but not the duty) to participate in the defense of such Tax Proceeding and to employ counsel, at their own expense, separate from counsel employed by Purchaser and Purchaser shall provide the Seller with a timely and reasonably detailed account of each stage of the Tax Proceeding, shall consult with the Seller in good faith concerning the appropriate strategy for contesting such Tax Proceeding and shall not settle, compromise, or abandon any Tax Proceeding without obtaining the Seller's prior written consent, which consent shall not be unreasonably withheld or delayed.

(f) After the Closing, the Seller Parties and Purchaser shall cooperate and shall cause their respective Affiliates to cooperate with the Company, and with each other, in connection with the preparation of any Tax Return or any Tax audits, Tax disputes or administrative, judicial or other proceedings related to any Taxes (each, a "Tax Controversy") with respect to the activities or filings of the Company and shall provide any information necessary in connection therewith or reasonably requested to allow any other Party to comply with the provisions of this Agreement. Such cooperation shall include the retention and (upon the other Party's reasonable request) the provision of records and information, including work papers of the Company and their auditors, but excluding records and information that are protected by recognized professional privilege, related to Pre-Closing Tax Periods of the Company and each Subsidiary, which are reasonably relevant to any Tax Returns, claims for refund, or any Tax Controversy. Purchaser agrees to retain all books and records with respect to Tax matters pertinent to the Company relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by any other Party, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any Taxing Authority.

(g) The parties hereto shall, to the extent permitted or required under applicable Law, treat the Closing Date as the last day of the taxable period of the Company for all Tax purposes, and Purchaser shall cause the Company to join Purchaser's "consolidated group" (as defined in Treasury Regulations Section 1.1502-76(h)) effective on the day after the Closing Date. Purchaser and Seller agree to report all income from transactions not in the ordinary course of business occurring on the Closing Date after the Closing on the Tax Returns of the Company for the taxable period that begins on the day after the Closing Date (or Purchaser's or its Affiliate's consolidated Tax Return if the Company is included in a consolidated Tax Return after the Closing Date) to the extent permitted by Treasury Regulation Section 1.1502-76(b)(1)(ii)(B) (or any similar provision of state or local Law).

(h) In the case of any Straddle Period, (i) the amount of any Taxes based upon or related to income or receipts allocated to the Pre-Closing Tax Period shall be determined based on a "closing of the books" as of 11:59 pm Eastern time on the Closing Date, and (ii) the amount of all other Taxes allocated to the Pre-Closing Tax Period shall be determined based upon the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on (and including) the Closing Date and the denominator of which is the number of days in the entire period.

For the avoidance of doubt, exemptions, allowances or deductions that are calculated on an annual basis (including, but not limited to, depreciation and amortization deductions) shall be allocated in proportion to the number of days in each period.

(i) Neither Purchaser, the Company nor any of its Affiliates shall make or cause to be made any actual or deemed election under Sections 336(e) or 338 of the Code, or any corresponding provisions of state, local or foreign Laws, with respect to Contemplated Transactions.

(j) Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 8.02 shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty (60) days.

8.03 Expenses; Transfer Taxes.

(a) All expenses incurred in connection with the Contemplated Transactions shall be paid by the Party incurring such expense; *provided, however*, that the fees and expenses of the Accounting Referee, if applicable, shall be paid or reimbursed in accordance with Section 2.04(c)(iii).

(b) Seller shall bear one hundred percent (100%) of applicable state, local, transfer, excise, sales, use, ad valorem, value added, registration, stamp, recording and similar Taxes or fees applicable to, imposed upon, or arising out of the Contemplated Transactions and all related interest and penalties (collectively, "Transfer Taxes"). Purchaser and Seller shall cooperate in timely making all filings, returns, reports and forms as necessary or appropriate to comply with the provisions of all applicable Tax Laws in connection with the payment of such Transfer Taxes; provided, that the party required by applicable Law shall timely file any Tax Return or other document with respect to such Transfer Taxes. The relevant party filing the Tax Return shall provide evidence satisfactory to the other parties that such Tax Returns have been duly and timely filed and the relevant Transfer Taxes duly and timely paid. The parties shall reasonably cooperate with each other to lawfully minimize any Transfer Taxes.

8.04 Restrictive Covenants.

(a) Following the Closing Date, each Seller Party hereby covenants and agrees that it shall not, and shall cause its respective Affiliates its and their respective directors, officers, managers, employees not to, directly or indirectly, without Purchaser's written consent, disclose to any third party (other than each other and each of their respective Affiliates and Representatives), or use, any confidential or proprietary information concerning the business of the Company, *provided*, that the foregoing restriction shall not (a) apply to any such information generally available to, or known by, the public (other than as a result of disclosure in violation of this Section 8.04), or (b) prohibit any disclosure (i) required by Law so long as, to the extent legally permissible, such Seller Party provides Purchaser with reasonable prior notice of such disclosure and a reasonable opportunity to contest such disclosure or (ii) reasonably made in connection with a Proceeding relating to the enforcement of any right or remedy relating to the Contemplated Transactions.

(b) During the Restricted Period, each Seller Party hereby covenants and agrees that it shall not, nor shall attempt to and shall cause its respective Affiliates not to, directly or indirectly (whether alone or jointly with any other Person or Entity under its control) (i) solicit, induce or intentionally encourage any salaried employee or independent contractor of the Company to leave their respective positions with the Company, (ii) hire, employ or otherwise engage any of such individuals described in clause (i), or (iii) become associated with any business which competes anywhere in Utah with the Company's business, which includes, without limitation, the business of operating outpatient mental health services and treatment facilities, including, without limitation, talk therapy, pharmacology, as well as

interventional therapies, such as transcranial magnetic stimulation, esketamine treatment, and other clinical treatments whether as an investor (excluding passive investments representing less than two percent (2%) of the common stock of a public company), lender, owner, equityholder, officer, director, consultant, employee, agent, salesperson or in any other capacity or otherwise solicit or induce any customer, Payor, referral source or supplier of the Company to cease or otherwise modify their relationships with the Company; *provided*, that (A) the foregoing restrictions shall not prohibit any general employment solicitation that is not targeted at the individuals described in clause (i), so long as no such individual is hired or employed as a result of such solicitation, and (B) the foregoing restrictions shall not prohibit any Seller Party (or their respective Affiliates) from engaging in the business expressly contemplated to be performed by a Seller Party (or their Affiliates) by the terms of the Data Sharing Agreement (if any), and Purchaser expressly agrees that the Seller Parties' engagement in the business contemplated therein shall not constitute a violation of this Section 8.04(b)(iii).

(c) Each Seller Party acknowledges and agrees that the covenants set forth in this Section 8.04 are an essential element of the Contemplated Transactions and that, but for these covenants, Purchaser would not enter into this Agreement. The Seller Parties acknowledge and agrees that, in the event that any Seller Party breaches any of the provisions in this Section 8.04, Purchaser, the Company, and their respective Affiliates would suffer irreparable injury and would, therefore, be entitled to injunctive relief from any court having jurisdiction over the matter. Each Seller Party further acknowledges and agrees that he or she is receiving substantial monetary and other benefits from the closing of the Contemplated Transactions and that such benefits, among other things, are more than adequate consideration for the covenants provided by such Seller Party in this Section 8.04.

(d) Each Seller Party and Purchaser acknowledge that the restrictions set forth in this Section 8.04 are reasonable restrictions under the circumstances with respect to duration and scope and are supported by adequate consideration. It is the intention of each Seller and Purchaser that if any of the restrictions or covenants contained in this Section 8.04 are held to be for a length of time that is not permitted by applicable Law, or in any way construed to be too broad or to any extent invalid, such restrictions or covenants shall not be construed to be null, void and of no effect, but to the extent such restrictions or covenants would be valid or enforceable under applicable Law, a court of competent jurisdiction shall have the right, power and authority to modify any restriction or covenant of this Section 8.04 as such court shall deem necessary to cause such restrictions or covenants (as modified) to be valid and enforceable under such applicable Law.

8.05 Seller Intellectual Property. Promptly after the Closing Date, the Seller Parties shall, and shall cause their respective Affiliates to cease any and all use of the Assigned Intellectual Property (as defined in the Intellectual Property Assignment), including by removing the Assigned Intellectual Property from any and all assets, inventories, advertisements, communications, website content, other internet or electronic communication vehicles and other documents and materials of the Seller Parties and their Affiliates. From and after the Closing Date, no Seller Party nor any of their respective Affiliates shall challenge or assist any third party to challenge the validity, enforceability or ownership of any of the Assigned Intellectual Property or apply for, adopt, use or employ any Assigned Intellectual Property. Without limiting any of Purchaser's other remedies hereunder or in any Ancillary Agreement, if (i) Purchaser identifies any Intellectual Property owned by any Seller Party or any of their Affiliates that was not assigned to the Company pursuant to the Intellectual Property Assignment or otherwise licensed to the Company pursuant to the Trademark License Agreement, (ii) such Intellectual Property was or is used by the Company in its business at any time in the twelve (12) months prior to the Closing Date and (iii) Purchaser concludes in good faith that such Intellectual Property is reasonably necessary for the operation of the Company's business (such Intellectual Property, "Omitted Intellectual Property"), Purchaser may provide notice to the Seller Parties detailing such Omitted Intellectual Property (an "Omitted IP Notice"), and requesting that the Seller Parties and their Affiliates execute and deliver such documents, instruments,

conveyances and assurances and take such further actions as may be reasonably required to at Purchaser's option, (i) assign and transfer or (ii) license on substantially similar terms as the license in the Trademark License Agreement, the Omitted Intellectual Property to, at Purchaser's direction, Purchaser, the Company or any of their respective Affiliates, without additional expense or cost to Purchaser, the Company or their Affiliates, as applicable; provided, however, that if Seller disagrees with or objects to (in each case, in writing) a Purchaser's Omitted IP Notice that requests an assignment of any Omitted Intellectual Property in good faith, the Seller Parties shall license such Omitted Intellectual Property to the Company, Purchaser or their Affiliates on substantially similar terms as the license set forth in the Trademark License Agreement for a period not to exceed twelve (12) months following Purchaser's receipt of Seller's written objection or disagreement with such notice.

8.06 Further Assurances; Bank Accounts. Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Ancillary Agreements. Without limiting the generality of the foregoing, following the Closing (or, if permitted by the applicable bank or other financial institution prior to Closing, prior to the Closing) each Seller Party shall, and shall cause its respective employees, officers and directors who are authorized signatories or otherwise authorized representatives with respect to any of the Company's bank accounts, to (i) update the authorized signatories and representatives thereunder with Purchaser's designees and (ii) only take actions with respect to such bank accounts at Purchaser's direction or with Purchaser's prior written consent.

ARTICLE IX

CONDITIONS TO CLOSING

9.01 Conditions to the Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) all permits, authorizations, consents, notices, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Entity or Payor as may be required to consummate the Contemplated Transactions shall have been filed, occurred or been obtained;

(b) no Governmental Entity will have enacted, issued, promulgated, enforced or entered any Judgment, and there shall not be on the Closing Date any Law, which is in effect and has the effect of making the any of the Contemplated Transactions illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the Contemplated Transactions to be rescinded following completion thereof.

9.02 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Contemplated Transactions will be subject to the fulfillment or Purchaser's waiver, at or prior to the Closing, of each of the following conditions:

(a) as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, in which case as though made as of that specified date), (i) each of the Fundamental Representations and Tax Representations shall be true and correct in all respects and (ii) each of the representations and warranties of the Company and the Seller Parties (other than the Fundamental Representations and Tax Representations), shall be true and correct in all material respects (without giving

effect to any materiality, Material Adverse Effect or material adverse effect qualifications contained therein);

(b) the Company and each Seller Party will have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and the Ancillary Agreements to be performed or complied with by it prior to or on the Closing Date;

(c) no Material Adverse Effect shall have occurred from and after the date of this Agreement;

(d) there shall be no Proceeding pending or threatened by any Person against the Company, the Seller Parties or any of their respective Affiliates or any of their respective properties, officers or directors, or any Judgment entered or other legal Proceeding taken by any Governmental Entity of competent jurisdiction, (i) arising out of, relating to, challenging or seeking to prohibit this Agreement or the Contemplated Transactions or (ii) limiting or restricting, or seeking to limit or restrict, (A) Purchaser's ownership of the Company or its securities or assets or (B) the conduct or operation of the Company by Purchaser after the Closing Date;

(e) Purchaser shall have received evidence satisfactory to Purchaser that the D&O Policy and other documents, waivers or assignments required to be obtained by the Purchaser or the Company in respect of the Company pursuant to Section 7.10 have been obtained and remain in full force and effect; and

(f) the Company and the Seller Parties, as applicable, will have delivered each of the Closing deliveries set forth in Section 3.02(a).

9.03 Conditions to Obligations of the Company and the Seller Parties. The obligations of the Company and the Seller Parties to consummate the Contemplated Transactions shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Purchaser contained in Article VI will be true and correct in all respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on Purchaser's ability to consummate the Contemplated Transactions;

(b) Purchaser will have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

(c) Purchaser will have delivered each of the Closing deliveries set forth in Section 3.02(b).

ARTICLE XTERMINATION

10.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Purchaser and the Seller;

(b) (i) by the Seller if the Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 9.03, (B) cannot be or has not been cured within fifteen (15) days following delivery of written notice of such breach or failure to perform; provided that such fifteen (15)-day period shall be extended to an additional thirty (30) days if the applicable breach or failure is capable of being cured and the Purchaser has commenced and is continuing to pursue such cure in good faith and (C) has not been waived by the Seller or (ii) by the Purchaser if the Company or any Seller Party breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform (A) would give rise to the failure of a condition set forth in Section 9.02, (B) cannot be or has not been cured within fifteen (15) days following delivery of written notice of such breach or failure to perform; and (C) has not been waived by the Purchaser;

(c) (i) by the Seller if any of the conditions set forth in Section 9.01 or Section 9.03 shall have become incapable of fulfillment prior to January 1, 2025 (the "Termination Date") or (ii) by the Purchaser if any of the conditions set forth in Section 9.01 or Section 9.02 shall have become incapable of fulfillment prior to the Termination Date; provided, that (i) the right to terminate this Agreement under this Section 10.01(c) shall not be available if the failure of the Party (or in the case of the Seller, the failure of any Seller Party or the Company) so requesting termination to fulfill any obligation under this Agreement shall have been the cause of the failure of such condition to be satisfied on or prior to the Termination Date, and (ii) if (x) the Seller terminates this Agreement under this Section 10.01(c) in connection with Purchaser's good faith refusal to execute and deliver the Data Sharing Agreement executed and delivered by the Seller or (y) if the execution and delivery of the Data Sharing Agreement is the final condition to be satisfied on or prior to the Termination Date and Purchaser terminates this Agreement under this Section 10.01(c) in connection with the Seller's refusal to execute and deliver the Data Sharing Agreement executed and delivered by the Purchaser, then, in either case of (x) or (y), [redacted]

Redacted due to confidentiality and/or commercial sensitivity.

(d) by either the Seller or the Purchaser if the Closing shall not have occurred by the Termination Date; provided, that the right to terminate this Agreement under this Section 10.01(d) shall not be available if the failure of the Party (or in the case of the Seller, the failure of any Seller Party or the Company) so requesting termination to fulfill any obligation under this Agreement shall have been the cause of the failure of the Closing to occur on or prior to the Termination Date;

(e) by either the Seller or Purchaser in the event that there will be any Law that makes consummation of the Contemplated Transactions illegal or otherwise prohibited or any Governmental Entity will have issued a Judgment retraining or enjoining any Contemplated Transactions, and such Judgment shall have become final and non-appealable; and

(f) by Purchaser, at any time prior to the Closing for any reason in its sole discretion.

10.02 Effect of Termination. In the event of termination of this Agreement as provided in Section 10.01, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party except for the provisions of Section 7.05 relating to confidentiality, Section 8.01 relating to public announcements, this Section 10.02 and Article XII.

Redacted due to confidentiality and/or commercial sensitivity.

ARTICLE XI

INDEMNIFICATION AND RELATED MATTERS

[redacted]

11.02 Expiration of Representations, Warranties and Covenants.

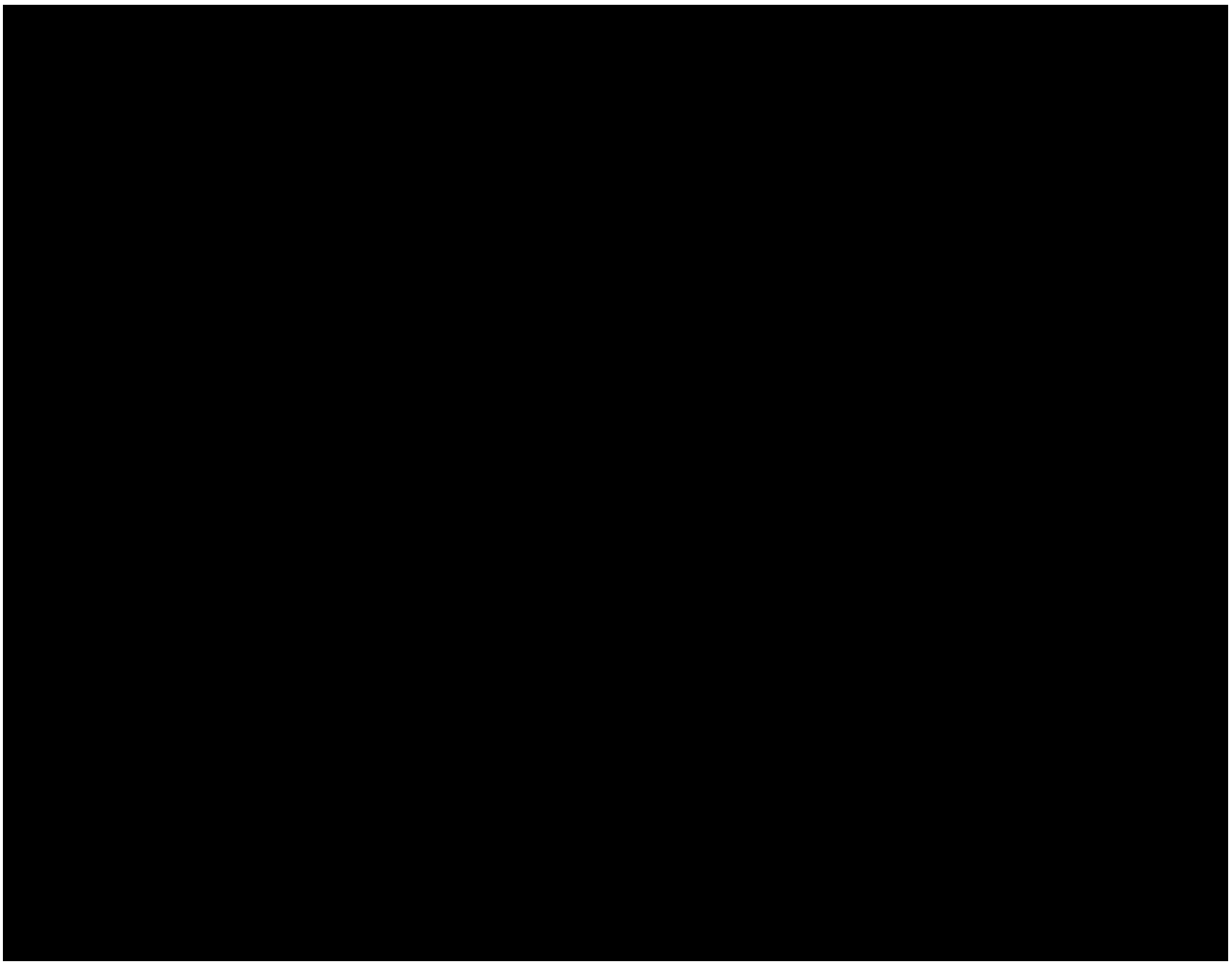
(a) All of the representations and warranties of the Parties set forth in this Agreement shall survive the Closing and continue in full force and effect for twelve (12) months following the Closing Date; provided, however, that each of (i) Fundamental Representations shall survive the Closing and continue in full force and effect until the sixty (60) days following the expiration of the applicable statute of limitations (giving effect to any waiver, mitigation or extension thereof) and the (ii) the representations

and warranties in Sections 5.14 and 5.16 (the "Tax Representations") shall survive until the date that is sixty (60) days following the expiration of any applicable statutes of limitations with respect to the subject matter of the underlying claim (after giving effect to any extensions or waivers).

(b) The covenants and agreement of the Parties set forth herein to be performed at or prior to the Closing and the certifications in any certificate to be delivered at the Closing shall survive until sixty (60) days following the expiration of the applicable statute of limitations and each the covenants and agreements of the Parties that by their terms require performance after the Closing shall survive the Closing until fully performed in accordance with their terms. The matters set forth in (i) Section 11.01(a)(iii) shall survive until the date that is sixty (60) days following the expiration of any applicable statutes of limitations with respect to the subject matter of the underlying claim (after giving effect to any extensions or waivers) and (ii) Section 11.01(a)(iv), (v) and (vi) shall survive indefinitely.

(c) Notwithstanding anything in this Section 11.02 to the contrary, if, prior to the relevant survival period set forth in Sections 11.02(a) and 11.02(b) (the "Claim Expiration Date"), an Indemnified Party shall have duly delivered in good faith a conforming Notice of Claim to the Indemnifying Party, then the specific indemnification claim set forth in such Notice of Claim (to the extent of the matter specified in the Notice of Claim) shall survive the Claim Expiration Date and shall not be extinguished thereby until resolution of the matter specified in the Notice of Claim in accordance with this Agreement.

11.03 Indemnification Limitations.



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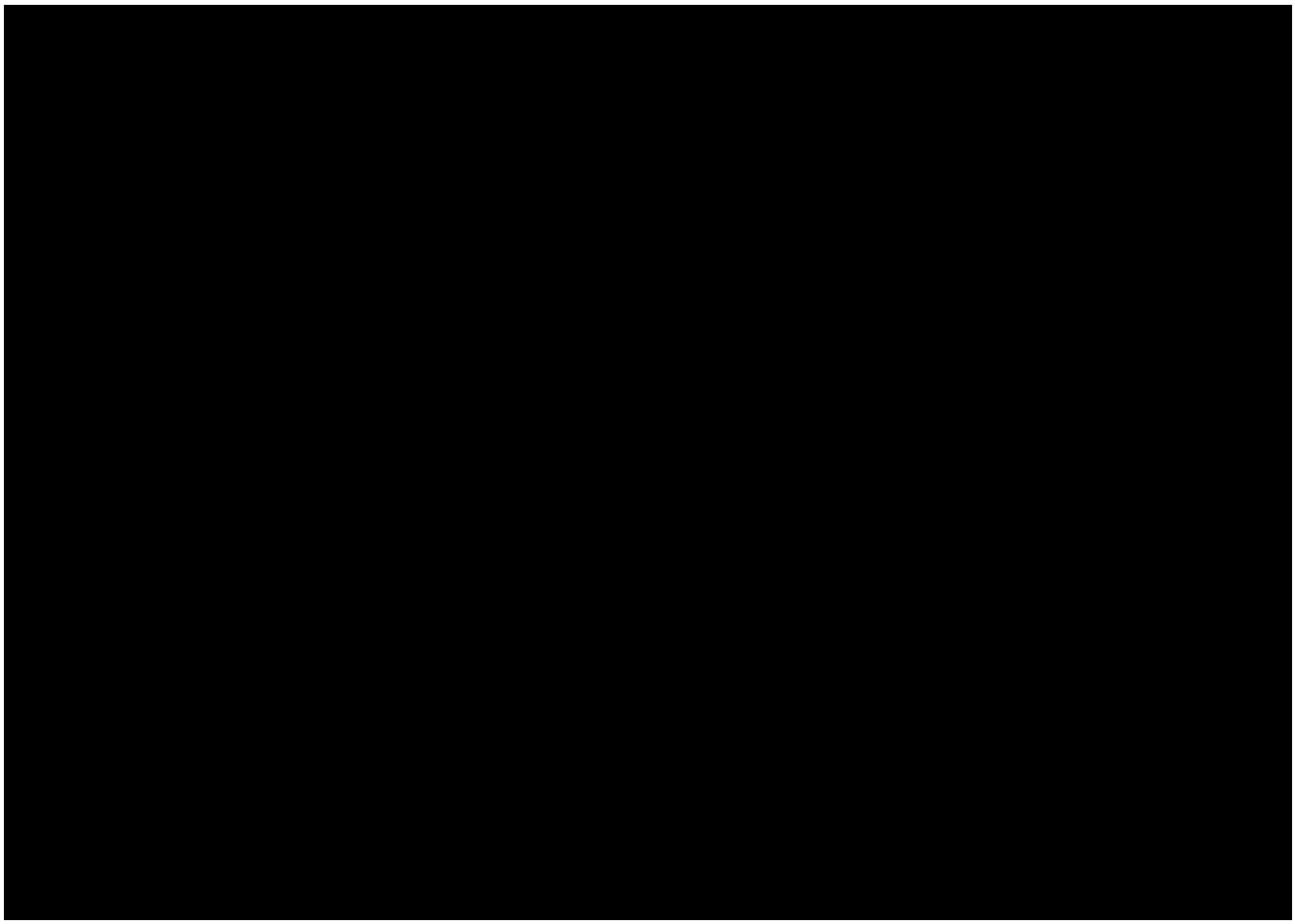

11.04 [Reserved].

11.05 Indemnification Claim Procedures.

(a) Promptly after obtaining actual knowledge of any matter that a Purchaser Indemnified Party or a Seller Indemnified Party (the "Indemnified Party"), acting in good faith, reasonably believes will entitle the Indemnified Party to indemnification from the other party (the "Indemnifying Party") under Section 11.01(a) or Section 11.01(b), as applicable, the Indemnified Party shall promptly provide to Indemnifying Party notice describing the matter in reasonable detail, including the nature of the claim for indemnification, the basis for the indemnification obligation and the Damages resulting therefrom (a "Notice of Claim"); provided that the failure to so notify the Indemnifying Party promptly shall not relieve the Indemnifying Party of such Indemnifying Party's Liabilities hereunder except to the extent such failure shall have actually and materially prejudiced the Indemnifying Party.

(b) For claims for indemnification under this Article XI other than those relating to Third-Party Claims (as defined below), the Indemnifying Party shall have forty-five (45) days after its receipt of the Notice of Claim to respond to the claim(s) described therein. Such response shall set forth, in reasonable detail, the Indemnifying Party's objection(s) to the claim(s) and its bases for such objection(s). If the Indemnifying Party fails to provide such a response with such forty-five (45)-day time period, the Indemnifying Party will be deemed to have conceded the claim(s) set forth in the Notice of Claim. If the Indemnifying Party provides its response within such time period, the Indemnified Party and the Indemnifying Party shall negotiate the resolution of the claim(s) for a period of not less than twenty (20) Business Days after such response is provided. If the Indemnifying Party and the Indemnified Party are

unable to resolve any such claim(s) within such time period, the Indemnified Party shall be entitled to pursue any legal remedies available to the Indemnified Party against the Indemnifying Party with respect solely to the unresolved claim(s), subject to the provisions of this Article XI. The Indemnifying Party shall pay any amounts determined to be owed to the Indemnified Party in accordance with this Article XI in cash as soon as reasonably practicable after any such determination (but in any event within ten (10) days).

11.06 Third Party Claims.

(a) If a third party commences a lawsuit or arbitration (a "Third-Party Claim") against an Indemnified Party with respect to any matter that the Indemnified Party might make a claim for indemnification against any Indemnifying Party under this Article XI, then the Indemnified Party must notify the Indemnifying Party thereof in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure to notify the Indemnifying Party or deliver copies will not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure.

(b) Except for any Third-Party Claim with respect to the matters set forth on Schedule 11.01(a)(vi) or arising out of, with respect to or by reason of any regulatory or compliance matter, which such Third-Party Claims the Indemnified Party shall have sole and exclusive control over, upon receipt of the notice described in Section 11.06(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim so long as (i) within fifteen (15) days after receipt of such notice, the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party will indemnify the Indemnified Party from and against any Damages the Indemnified Party may incur relating to or arising out of the Third-Party Claim, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder, (iii) the Indemnifying Party has reasonably determined (upon advice of its counsel) in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation, (iv) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief, (v) the Indemnified Party has reasonably determined (upon advice of its counsel) that it does not have additional defenses to the Third-Party Claim not available to the Indemnifying Party, (vi) the Indemnified Party has reasonably determined that an adverse determination with respect to the Third-Party Claim would not be materially detrimental to or materially injure the Indemnified Party's reputation or business, (vii) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently, and (viii) the Indemnifying Party keeps the Indemnified Party apprised of all material developments, including settlement offers, with respect to the Third-Party Claim and permits the Indemnified Party to participate in the defense of the Third-Party Claim and to employ counsel of its choice for such purpose, and the fees and expenses of such separate counsel shall be borne by the Indemnified Party.

(c) So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with Section 11.06(b), the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be withheld unreasonably or conditioned or delayed.

(d) If any condition in Section 11.06(b) is or becomes unsatisfied, (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third-Party Claim in any manner it may deem appropriate (with the consent of the Indemnifying Party in connection therewith, which consent shall not be unreasonably withheld, conditioned or delayed), (ii) subject to the limitations set forth Section 11.03, the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim, including

attorneys' fees and expenses, to the extent the Indemnified Party actually incurs such fees and expenses in connection therewith, and (iii) the Indemnifying Party will remain responsible for any Damages the Indemnified Party may incur relating to or arising out of the Third-Party Claim to the fullest extent provided in this Article XI, subject to Section 11.03.

11.07 Termination of Company's Representations and Warranties and Covenants. Notwithstanding any provisions of this Agreement to the contrary: (a) all representations, warranties and covenants made by the Company in this Agreement and the Ancillary Agreements will terminate as to the Company (but only as to the Company, and not as to the Seller Parties) as of the Closing; and (b) after the Closing, the Company will have no Liability to any Seller Party as a direct or indirect result of any misrepresentation, breach of covenant or other occurrence or circumstance for which the Seller Parties have or may have Liability to any Purchaser Indemnified Party under this Agreement.

11.08 Exclusive Remedy.

(a) Except as otherwise expressly set forth herein (including, for the avoidance of doubt Section 12.13), the right of each Party hereto to assert indemnification claims and receive indemnification payments pursuant to this Article XI shall, from and after the Closing Date, be the sole and exclusive monetary right and remedy exercisable by such Party with respect to any breach by any other Party hereto of any covenant, representation, warranty, or otherwise under or relating to the subject matter of this Article XI.

(b) Nothing herein shall operate to limit the liability of any Party to the other Party hereto for Fraud.

11.09 Manner of Payment.

(a) Any indemnification payment to any Seller Indemnified Party pursuant to Section 11.01(b) shall be effected by wire transfer of immediately available funds from the applicable Persons to an account designated in writing by the applicable Seller Indemnified Party within ten (10) days after the final determination thereof.

(b) Any indemnification payment owed by the Seller Parties to any Purchaser Indemnified Party directly from the Seller Parties (on a joint and several basis), which shall be effected by wire transfer of immediately available funds from the applicable Persons to an account designated in writing by the applicable Purchaser Indemnified Party within ten (10) days after the final determination thereof.

(c) Notwithstanding anything to the contrary herein, if any Seller Party is obligated to indemnify any Purchaser Indemnified Party against any Damages with respect to an indemnification claim under this Article XI, Purchaser (on behalf of the applicable Purchaser Indemnified Party) may, at its option and in any order as Purchaser elects, proceed to set-off all or any portion of such Damages against any payment of (i) any Earnout Consideration that may become payable by Purchaser pursuant to Section 2.05 after the final determination thereof and (ii) any Deferred Payment payable pursuant to Section 2.06; *provided, however*, the Seller Parties shall continue to be jointly and severally liable for such Damages, or any portion thereof, not set-off by Purchaser. If, at the time any Earnout Consideration pursuant to Section 2.05 or any Deferred Payment pursuant to Section 2.06 is due a claim for indemnification pursuant to this Article XI has been asserted by a Purchaser Indemnified Party but remains unresolved as of such time (a "Pending Claim") exists, then Purchaser shall be entitled to hold back from any such payment the aggregate amount of all such Pending Claims (after giving effect to any limitations on recovery therefor set forth in this Article XI). When any such Pending Claim is finally resolved, whether by written agreement between all relevant parties or other determination, Purchaser shall have the right to set-off against the amounts held

back by Purchaser pursuant to this Section 11.09(c) an amount equal to the amount, if any, of such Pending Claim finally resolved in favor of the Purchaser Indemnified Parties, and if there is any excess of the held back amount retained solely in respect of such resolved Pending Claim, then Purchaser will release such excess to the Seller Parties, otherwise in accordance with Section 2.05 or Section 2.06, as applicable, within ten (10) days after such final resolution.

11.10 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Final Purchase Price for Tax purposes, unless otherwise required by Law.

ARTICLE XII

GENERAL PROVISIONS

12.01 Disclosure Schedule. Each section of the Disclosure Schedule qualifies the correspondingly numbered representation and warranty or covenant and any other representation or warranty to the extent the applicability of the disclosure to such other representation or warranty is reasonably apparent on its face. The Disclosure Schedule is qualified in its entirety by reference to specific provisions of the Agreement, and is not intended to constitute, and shall not be construed as constituting, any representation or warranty or covenant of the Seller Parties, except as and to the extent expressly provided in this Agreement. Capitalized terms used but not defined in the Disclosure Schedule shall have the same meanings given them in this Agreement.

12.02 No Third Party Liability. This Agreement may only be enforced against the named Parties hereto. All claims or causes of action (whether in contract or tort or otherwise) that may be based upon, arise out of or related to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against the Persons that are expressly identified as Parties hereto; and no past, present or future officer, director, stockholder, partner, employee, attorney, Representative, or Affiliate of any Party hereto (including any Person negotiating or executing this Agreement on behalf of a Party) shall have any liability or obligation with respect to this Agreement or with respect to any claim or cause of action (whether in contract or tort or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including a representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement). The provisions of this Section 12.02 are intended for the benefit of, and enforceable by, each officer, director, stockholder, partner, employee, attorney, Representative, and Affiliate of any Party hereto, and each such Person shall be a third party beneficiary of this Section 12.02.

12.03 Assignment.

(a) Subject to Section 12.03(b), this Agreement shall be binding upon each Party and its respective successors and assigns (if any) and shall inure to the benefit of each Party and its respective successors and assigns (if any).

(b) No Party shall be permitted to assign any of their respective rights or delegate any of their respective obligations under this Agreement without the other Parties' prior written consent; *provided*, that Purchaser may assign this Agreement to any of its Affiliates without the prior written consent of any Party hereto; *provided further*, that, following the Closing, Purchaser may assign this Agreement without the prior written consent of any Party hereto to any successor or purchaser of all or any part of the business of Purchaser or any of its Subsidiaries (whether by merger, equity sale, asset sale or otherwise), but no such assignment shall (i) relieve Purchaser of any of its obligations hereunder or (ii) reasonably be

expected to delay, impede or prevent the consummation of the transactions contemplated by this Agreement. Any purported assignment not permitted under this Section 12.03 shall be null and void.

12.04 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and assigns and nothing herein expressed or implied shall give or be construed to give to any Person (other than the Parties and such successors and assigns) any legal or equitable rights hereunder, other than the Persons intended to benefit from the provisions of Section 8.02 (Tax Matters), Article XI (Indemnification and Related Matters) and Section 12.02 (No Third Party Liability), each of whom shall have the right to enforce such provision directly.

12.05 Notices. All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed given if delivered personally, sent by electronic mail, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses set forth below or to such other address as the Party to whom notice is to be given may have furnished to the other Parties in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (a) in the case of personal delivery, on the date of such delivery; (b) in the case of electronic mail, on the date of receipt, if delivered during normal business hours on a Business Day or, if delivered outside of normal business hours on a Business Day, on the first Business Day thereafter; (c) in the case of a nationally recognized overnight courier in circumstances under which such courier guarantees next Business Day delivery, on the Business Day sent; and (d) in the case of mailing, on the next Business Day following that on which the piece of mail containing such communication is posted.

If to Seller Parties or the Company (prior to the Closing):

with a copy (which shall not constitute notice) to:

[redacted]

Addresses and contact information redacted

If to Purchaser or the Company (following the Closing):

with copies (which shall not constitute notice) to:

[redacted]

Addresses and contact information redacted

12.06 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, portable document format (.pdf), or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile, portable document format (.pdf), or other electronic means shall be deemed to be their original signatures for all purposes.

12.07 Entire Agreement. This Agreement (including the documents and instruments referred to herein, including the Confidentiality Agreement) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

12.08 Amendments. This Agreement may not be amended except pursuant to the written agreement of each of Purchaser and the Seller.

12.09 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

12.10 Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement, and all claims or causes of action (whether in contract or tort or otherwise) that may be based upon, arise out of, or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed solely by and construed in accordance with the internal Laws of the State of Delaware, without regard to the conflict of law principles thereof.

(b) Except to the extent contemplated in Section 2.04, any other Proceeding or legal action relating to this Agreement or the enforcement of any provision of this Agreement (including any Proceeding relating to a claim for indemnification in accordance with Article XI or for specific performance in accordance with Section 12.13) shall be brought or otherwise commenced in the Delaware Court of Chancery. Each Party:

(i) expressly and irrevocably consents and submits to the exclusive jurisdiction of the Delaware Court of Chancery (and each appellate court located in the State of Delaware) in connection with any such Proceeding;

(ii) agrees that the Delaware Court of Chancery shall be deemed to be a convenient forum; and

(iii) agrees not to assert (by way of motion, as a defense or otherwise), in any such Proceeding commenced in the Delaware Court of Chancery, any claim that such Party is not subject personally to the jurisdiction of such court, that such Proceeding has been brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

(c) In the event that the Delaware Court of Chancery does not accept jurisdiction in accordance with Section 12.10(b), each Party hereby expressly and irrevocably agrees that any Proceeding or other legal action relating to this Agreement or the enforcement of any provision of this Agreement shall be brought exclusively in the United States District Court for the District of Delaware located in Wilmington, Delaware.

(d) Each Seller Party irrevocably consents to service of process in the manner provided for notices in Section 12.05. Nothing in this Agreement will affect the right of any Party to serve process in any other manner by applicable Law.

(e) EACH PARTY HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY PROCEEDING IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF.

12.11 Attorneys' Fees. If any Proceeding relating to this Agreement or any of the Contemplated Transactions or the enforcement thereof is brought against any Party, the prevailing party, if any, shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).

12.12 Waiver and Release. Effective as of the Closing, each Seller Party, on behalf of itself and its respective Affiliates, owners, equity holders, officers, directors, members, managers, employees, agents, Representatives, successors and assigns (collectively, the "Releasors") hereby unconditionally and irrevocably releases and discharges Purchaser, the Company, and their respective Affiliates, and each of their respective owners, equity holders, officers, directors, members, managers, employees, agents, Representatives, successors and assigns (collectively, the "Releasees") in each case from any and all Damages, claims, demands, Liens, Proceedings, controversies, costs, attorneys' fees, expenses, Judgments and Liabilities, of whatever kind or nature, at law, in equity or otherwise, whether now known or unknown, suspected or unsuspected, fixed or contingent or choate or inchoate, and whether or not concealed or hidden, which such Releasor ever had, now has or hereafter can, shall or may have against any Releasee for, upon or by reason of any matter, fact or circumstance occurring or arising at any time prior to the Closing in any way relating to the Company or its business; *provided* that the foregoing shall not affect any rights that any Releasor may have pursuant to this Agreement or any Ancillary Agreement. Each Seller Party, on behalf of itself and the other Releasors, represents and warrants that it has not assigned any of its claims released by this Section 12.12 to any other Person on or prior to the Closing Date and will not assign any such claim. Each Seller Party, on behalf of itself and the other Releasors, furthermore represents and warrants that, there are no other liabilities owing to any Releasor by any Releasee other than pursuant to the this Agreement and the Ancillary Agreements. Each Seller Party, on behalf of itself and the other Releasors, irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any Proceeding of any kind against any Releasee based upon any matter released pursuant to this Section 12.12. Each Seller Party, on behalf of itself and the other Releasors, expressly represents and warrants that it has been advised by its legal counsel, and understands and acknowledges the significance and consequence of this release and of the specific waiver set forth in this Section 12.12, and recognizes and understands that the same applies to and covers all claims described in this Section 12.12, whether or not known or suspected to exist at the present time.

12.13 Specific Performance. The Parties agree that: (a) in the event of any breach or threatened breach by any Party of any covenant, obligation or other provision set forth in this Agreement, the other Parties shall be entitled (in addition to any other remedy that may be available to it) to (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such breach or threatened breach; and (b) no Party shall be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or Proceeding.

12.14 Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

12.15 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neutral genders; the feminine gender shall include the masculine and neutral genders; and the neutral gender shall include the masculine and feminine genders.

(b) Each Party acknowledges that it has participated in the drafting of this Agreement, and, as a result, the Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "subsections," "Sections", "Schedules" and "Exhibits" are intended to refer to subsections and Sections of this Agreement, Schedules of this Agreement and Exhibits to this Agreement.

(e) The words "this Agreement," "hereby," "hereof," "herein," "hereunder," and comparable words refer to all of this Agreement, including the Appendices, Schedules, and Disclosure Schedule to this Agreement, and not to any particular Article, Section, preamble, recital, or other subdivision of this Agreement or Appendix, Schedule, or Disclosure Schedule to this Agreement.

(f) The headings contained in this Agreement or Schedule hereto, the Disclosure Schedule and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The Disclosure Schedule and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set

forth in full herein. Any capitalized terms used in any Schedule or in the Disclosure Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.

(g) The definitions included in the recitals to this Agreement are intended to be a part of, and are hereby incorporated into, this Agreement in their entirety.

(h) The phrase "ordinary course of business" when used in this Agreement means the ordinary course of business consistent with past practice.

(i) The phrase "made available" when used in this Agreement means, with respect to any document or information, that the same has been uploaded to the Microsoft 365 Sharepoint Folder titled "Project Stella" on or prior to the date of this Agreement.

12.16 Legal Representation.

(a) Each of the Parties acknowledges that Cozen O'Connor P.C. ("Cozen O'Connor") currently serves as counsel to the Seller Parties and the Company, including in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the Contemplated Transactions. There may come a time, including after the Closing, when the interests of the Seller Parties and the Company may no longer be aligned or when, for any reason, the Seller Parties, Cozen O'Connor or the Company believe that Cozen O'Connor cannot or should no longer represent both the Seller Parties and the Company. The Parties understand and specifically agree that Cozen O'Connor may withdraw from representing the Company and continue to represent the Seller Parties, even if the interests of the Seller Parties, and the interests of the Company, are or may be adverse, including in connection with any dispute arising out of or relating to this Agreement or the Contemplated Transactions, and even though Cozen O'Connor may have represented the Company in a matter substantially related to such dispute or may be handling ongoing matters for one or more of the Company or any of their Affiliates, and Purchaser and the Company hereby consent thereto and waive any conflict of interest arising therefrom.

(b) Each of the Parties agrees that, as to all communications among Cozen O'Connor, the Company and the Seller Parties prior to the Closing related exclusively to the Contemplated Transactions, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong to the Seller Parties and shall not pass to or be claimed by the Company. As to any such privileged attorney client communications between Cozen O'Connor, the Company and the Seller Parties prior to the Closing (collectively, the "Seller Privileged Communications"), Purchaser and the Company, together with any of their respective Affiliates, successors or assigns, agree that no such Person may use or rely on any of Seller Privileged Communications in any action or claim against or involving any of the Parties after the Closing; provided, however, that such privilege may be asserted by Purchaser or the Company against third parties. In addition, if the Closing occurs, the Company shall have no right of access to or control over any of Cozen O'Connor's records related to the Contemplated Transactions, which shall become the property of (and be controlled by) the Seller, except in any action against third parties to enforce privilege asserted by Purchaser or the Company against any third parties. Furthermore, in the event of a dispute between the Seller and the Company arising out of or relating to any matter in which Cozen O'Connor acted for them both, none of the attorney-client privilege, the expectation of client confidence or any other rights to any evidentiary privilege related to such Seller Privileged Communications will protect from disclosure to the Seller the Seller Privileged Communications.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

PURCHASER:

STELLA CENTER UTAH, LLC,

By: [redacted]

Title: President, Treasurer, and Secretary

SELLER:

NOVAMIND VENTURES INC.

Signing information redacted

By: _____

Name:

Title:

PARENT:

NUMINUS WELLNESS INC.

By: _____

Name:

Title:

COMPANY:

NUMINUS WELLNESS UT INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

PURCHASER:

STELLA CENTER UTAH, LLC,

By: _____
Name:
Title:

SELLER:

NOVAMIND VENTURES INC.

[redacted]

Name: [redacted]
Title: Chief Executive Officer

Signing information redacted

PARENT:

NUMINUS WELLNESS INC.

[redacted]

Name:
Title: Chief Executive Officer

COMPANY:

NUMINUS WELLNESS UT INC.

[redacted]

Name:
Title: President

Schedules are all redacted due to confidentiality and/or commercial sensitivity

EXHIBIT A
INTELLECTUAL PROPERTY ASSIGNMENT

See attached.