

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT is made as of December 15, 2021

BETWEEN:

Roadmap Capital Inc. (the "Shareholder")

- and -

SC Master Holdings LLC, a Delaware limited liability company ("Social Capital")

RECITALS:

WHEREAS, Social Capital and Perimeter Medical Imaging AI, Inc. ("Perimeter") have, concurrently with the execution of this Agreement, entered into a subscription agreement dated the date hereof (the "Subscription Agreement"), pursuant to which Social Capital will subscribe for 14,466,667 Units (as defined in the Subscription Agreement) of Perimeter (the "Proposed Transaction") on terms and conditions that are similar to those set forth in the unexecuted Subscription Agreement, a copy of which has been shared on a confidential basis with the Shareholder;

AND WHEREAS, Shareholder is the registered and/or beneficial owner, directly or indirectly, of the common shares in the capital of Perimeter ("Common Shares") and the other securities which may be converted into, exchanged for or otherwise changed into Common Shares listed in Schedule A hereto;

AND WHEREAS, it is a requirement of the TSX Venture Exchange that the Proposed Transaction be conditional upon receiving requisite Perimeter shareholders' approval;

AND WHEREAS, the Shareholder has agreed to support approval of the Proposed Transaction;

NOW THEREFORE, in consideration of Social Capital executing the Subscription Agreement, which the Shareholder believes will be of indirect benefit to the Shareholder, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties agree as follows:

ARTICLE 1. INTERPRETATION

1.1. Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Subscription Agreement. In this Agreement, including the recitals:

"affiliate" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each

case, whether directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another Person sufficient to elect a majority of the board of directors (or the equivalent) of such Person;

“**Agreement**” means this voting and support agreement between the Shareholder and Social Capital as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Closing Time**” means the time that the Proposed Transaction completes under the Subscription Agreement.

“**Expiry Time**” means the earlier of the termination of this Agreement under the events in section 4.1;

“**Governmental Authority**” means: (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise); (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government; (c) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock exchange or professional association.

“**Parties**” means the Shareholder and Social Capital, and “**Party**” means any one of them;

“**Subscription Agreement**” means the subscription agreement to be dated as of the date hereof between Social Capital, as subscriber, and Perimeter, as issuer, whereby Social Capital will subscribe for Units of Perimeter;

“**Proposed Transaction**” has the meaning ascribed to such term in the recitals hereto;

“**Subject Securities**” means the Common Shares and other securities which may be converted into, exchanged for or otherwise changed into Common Shares of which the Shareholder is the beneficial owner, directly or indirectly, or exercises control or direction over listed on Schedule A, and any Common Shares acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof, and all securities which may be converted into, exchanged for or otherwise changed into Common Shares and any Common Shares that become, subsequent to the date hereof, directly or indirectly, controlled or directed by the Shareholder or any of its affiliates, and any rights or options in respect of the foregoing and, for the avoidance of doubt, the purposes of Article 2, any Common Share acquired directly or indirectly by the Shareholder or any of its affiliates subsequent to the date hereof upon the conversion, exchange or other change of a Subject Security into such Common Share shall be considered the same Subject Security as its predecessor Subject Security for so long as the Shareholder or any of its affiliates continues to directly or indirectly hold such Common Share;

“Transaction Resolution” means a resolution or written consent of shareholders of Perimeter holding a majority of common shares of Perimeter approving the Proposed Transaction and the creation of a new control person (as that term is used in the TSXV policies) of Perimeter; and

“TSXV” means the TSX Venture Exchange.

1.2. Gender and Number

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3. Headings

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to “Articles”, “Sections” and “Schedules” refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules to which such reference is made, as applicable.

1.4. Date for any Action

Unless otherwise specified, a period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Pacific Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Pacific Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

1.5. Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

1.6. Schedules

Schedule A annexed to this Agreement is incorporated by reference into this Agreement and forms a part hereof.

ARTICLE 2.
REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of the Shareholder

The Shareholder represents and warrants to Social Capital (and acknowledges that Social Capital is relying on its representations and warranties contained in this Agreement in executing the Subscription Agreement) the matters set out below:

- (a) The Shareholder is a corporation validly existing under the laws of the jurisdiction of its existence.
- (b) The Shareholder has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) The Shareholder exercises control or direction over, and at and immediately prior to the Closing Time and at all times between the date hereof and the Closing Time, the Shareholder will control or direct, all of the Subject Securities set forth in Schedule A. Other than the Subject Securities, neither the Shareholder nor any of its affiliates, beneficially own, or exercise control or direction over any additional or other securities, or any securities convertible or exchangeable into any additional or other securities, of Perimeter or any of its affiliates.
- (d) The Shareholder is, and immediately prior to the Closing Time will be, the sole beneficial owner of, or exercises control or direction over, the Subject Securities, with good and marketable title thereto, free and clear of all Liens.
- (e) The Shareholder has, and immediately prior to the Closing Time, the Shareholder will continue to have, the sole right to vote or direct the voting of the Subject Securities set forth under the Shareholders' signature below as applicable.
- (f) Except for this Agreement, no Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto.
- (g) No consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement.

- (h) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder that, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (i) None of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of Perimeter's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.
- (j) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) if the Shareholder is not a natural Person, any constating document of the Shareholder; (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Authority.

2.2. Representations and Warranties of Social Capital

Social Capital represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on its representations and warranties contained in this Agreement in completing the transactions contemplated hereby and by the Subscription Agreement) the matters set out below:

- (a) Social Capital is a limited liability company duly organized and validly existing under the laws of Delaware and has the requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Social Capital and constitutes a legal, valid and binding agreement of Social Capital, enforceable against Social Capital in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (b) None of the execution and delivery by Social Capital of this Agreement or the compliance by Social Capital with its obligations hereunder or under the Subscription Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of Social Capital; (ii) any contract to which Social Capital is a party or by which Social Capital is bound; (iii) any judgment, decree, order or award of any Governmental Authority.

- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority is required to be obtained by Social Capital in connection with the execution and delivery of this Agreement or the Subscription Agreement, the performance by it of its obligations under this Agreement and the Subscription Agreement and the consummation by Social Capital of the Subscription Agreement.
- (d) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of Social Capital, threatened against or affecting Social Capital or any of its respective properties that, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on Social Capital's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement or the Subscription Agreement.

ARTICLE 3. COVENANTS

3.1. Covenants of the Shareholder

- (a) The Shareholder hereby covenants with Social Capital that it will promptly sign a shareholder written consent approving the Transaction Resolution upon request, or vote in favour of the Transaction Resolutions at any meeting of shareholders of Perimeter called for the purposes of considering the Transaction.
- (b) The Shareholder hereby consents to:
 - (i) details of this Agreement being set out in any press release and information circular produced by Perimeter in connection with the transactions contemplated by this Agreement and the Subscription Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval (SEDAR) operated on behalf of the Securities Authorities.
- (c) Except as required by Law or applicable stock exchange requirements, the Shareholder will not, and will ensure that its affiliates do not, make any public announcement or statements with respect to the transactions contemplated herein or pursuant to the Subscription Agreement without the prior written approval of Social Capital and shall provide Social Capital with reasonable advanced notice of and opportunity to comment on such draft documentation and shall accept all reasonable comments of Social Capital.

**ARTICLE 4.
GENERAL**

4.1. Termination

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Parties;
- (b) written notice by the Shareholder to Social Capital if:
 - (i) any representation or warranty of Social Capital under this Agreement is untrue or incorrect in any material respect and is not promptly remedied after notice to do so;
 - (ii) without the prior written consent of the Shareholder, the amendment of the Subscription Agreement in a manner that is materially adverse to the Shareholder; or
 - (iii) Social Capital has not complied in any material respect with any of its covenants contained herein and has not remedied same after reasonable notice to do so,

provided that at the time of such termination, the Shareholder has not breached this Agreement in any material respect and is not in material default in the performance of its obligations under this Agreement;

- (c) written notice by Social Capital to the Shareholder if:
 - (i) any representation or warranty of the Shareholder under this Agreement is untrue or incorrect in any material respect; or
 - (ii) the Shareholder has not complied in any material respect with its covenants contained herein;

provided that at the time of such termination, Social Capital has not breached this Agreement in any material respect and is not in material default in the performance of its obligations under this Agreement and without derogation of any right to a remedy for Social Capital respecting such breach;

- (d) the Subscription Agreement has been terminated in accordance with its terms; or immediately after the Closing Time.

4.2. Time of the Essence

Time is of the essence in this Agreement.

4.3. Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any willful breach by it of this Agreement.

4.4. Equitable Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.

4.5. Fiduciary Duty

If the Shareholder or any securityholder, director or officer (or equivalent) of the Shareholder or any of its affiliates is also an officer or a director of Perimeter, notwithstanding anything to the contrary herein, nothing herein shall restrict or limit such Person from taking any action required to be taken in the discharge of his or her fiduciary duty as a director or officer of Perimeter or that is otherwise permitted by, and done in compliance with, the terms of the Subscription Agreement or require any director or officer of Perimeter to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of Perimeter's board of directors undertaken in the exercise of their fiduciary duties. Social Capital further hereby agrees that the Shareholder is not making any agreement or understanding herein in any capacity other than in its capacity as shareholder.

4.6. Waiver; Amendment

Each Party agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.7. Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.8. Notices

(a) Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by facsimile, email or other similar form of communication (provided that if a method of notice other than email is selected, the notice shall also be sent by email), in each case addressed as follows:

(i) in the case of Social Capital:

c/o Goodmans LLP
Bay Adelaide Centre - West Tower
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Michael Partridge
E-mail: mpartridge@goodmans.ca

(ii) if to the Shareholder, at the address set forth in Schedule A,

and is deemed to be given and received: (i) on the date of delivery by hand or courier if it is a Business Day and the delivery was made prior to 4:30 p.m. (Pacific Time), and otherwise on the next Business Day; or (ii) if sent by email (where the sender receives an email from the recipient acknowledging receipt, provided a "read receipt" does not constitute acknowledgment of an email) on the date of transmission if it is a Business Day and transmission was made prior to 4:30 p.m. (Pacific Time) and otherwise on the next Business Day.

(b) Rejection or other refusal to accept, inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that Notice to a Party.

4.9. Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent

of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.10. Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party.

4.11. Expenses

Each Party will pay all costs and expenses (including the fees and disbursements of legal counsel and other advisors) it incurs in connection with the negotiation, preparation and execution of this Agreement.

4.12. Independent Legal Advice

Each of the Parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.13. Further Assurances

The Parties will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party will provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14. Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed .pdf or similar executed electronic copy of this Agreement, and such .pdf or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[The remainder of this page has been intentionally left blank.]

IN WITNESS OF WHICH Social Capital has executed this Agreement as of the date of the Subscription Agreement.

SC MASTER HOLDINGS, LLC

By: (signed) "James Ryans"
Name: James Ryans
Title: Authorized Signatory

IN WITNESS OF WHICH the Shareholder has executed this Agreement and agreed that Social Capital may date this Agreement on behalf of the Shareholder to coincide with execution of the Subscription Agreement.

ROADMAP CAPITAL INC.

By: (signed) "Hugh Cleland"
Name: Hugh Cleland, Authorized Signatory

Schedule A

Shareholder Name: Roadmap Capital Inc.

Address: 30 Bloor St W Suite 603, Toronto, ON M5S 1N5

Email Address: [Redacted]

Number of Perimeter Common Shares owned or controlled by Shareholder	Number of Perimeter Options or warrants to purchase Common Shares	Names in which the Perimeter Shares are registered (if other than the Shareholder including any bank or brokerage intermediary name)
16,693,527	467,548	Roadmap Capital Inc. Roadmap Perimeter LP II (U.S. and Offshore) Roadmap Perimeter LP II Roadmap Innovation Fund II Roadmap Perimeter LP (US and Offshore) Roadmap Perimeter LP Roadmap Innovation Fund I