

FIRST AMENDMENT TO INVESTOR RIGHTS AGREEMENT

THIS FIRST AMENDMENT TO INVESTOR RIGHTS AGREEMENT (this “**First Amendment**”), is made as of September 27, 2024, by and among PERIMETER MEDICAL IMAGING AI, INC. (the “**Company**”) and SC MASTER HOLDINGS, LLC (“**Social Capital**”). Capitalized terms used herein but not otherwise defined shall have those meanings given to them in the IRA (as defined below).

WHEREAS, the Company and Social Capital are party to that certain Investor Rights Agreement, dated as of January 26, 2022, by and among the Company and Social Capital (the “**IRA**”);

WHEREAS, the Company and Social Capital desire to amend the IRA, as set forth herein;

WHEREAS, Section 6.7 of the IRA provides that the terms of the IRA may be amended only with the written consent of the Company and Social Capital; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I IRA

1.1. Amendment to Section 2.1. Section 2.1 is hereby amended and restated to read in its entirety as follows:

“2.1 Board Representation.

- (a) So long as the Social Capital Percentage is at least 15%, Social Capital shall be entitled (but not required) to designate two (2) individuals for election or appointment to the Board (each nominee, a “Social Capital Designee” and, collectively, the “Social Capital Designees”) and the Board shall (within 10 Business Days after receiving such designation notice from Social Capital) take all reasonably practicable action (including, to the extent permitted without obtaining approval of the Shareholders, increasing the size of the Board or causing the resignation of a director) to cause the Social Capital Designees to be appointed to the Board to serve as members of the Board for a term expiring not earlier than the Corporation’s next annual meeting of Shareholders at which directors of the Corporation are to be elected, provided that such Social Capital Designees consent in writing to serve as a director and are, and remain eligible under the Act and under the rules of the TSXV (or such other exchange on which the Common Shares may become listed) to serve as a director.
- (b) It is acknowledged by Social Capital that the Social Capital Designees will be required to comply with all governance policies of the Corporation that are generally applicable to all members of the Board. A Social Capital Designee

nominated by Social Capital pursuant to this Article 2 need not be “independent” within the meaning of National Instrument 52-110 – *Audit Committees*.

- (c) For so long as the Social Capital Percentage is at least 15%, the Corporation shall nominate and cause the Social Capital Designees to be included among the nominees nominated by the Corporation to the Shareholders for election as directors at each meeting of Shareholders at which directors of the Corporation are to be elected following the appointment of the Social Capital Designees.
- (d) The Corporation shall nominate and use commercially reasonable efforts (which shall include, (i) subject to applicable Laws, including in any management information circular used by the Corporation to solicit the vote of its Shareholders in connection with any such meeting the recommendation of the Board that shareholders of the Corporation vote in favour of the directors nominated by the Corporation and (ii) soliciting and obtaining proxies in favour of and otherwise supporting the election of such Social Capital Designees at the applicable meeting of the Shareholders, each in a manner no less favourable than the manner in which the Corporation supports its other nominees for election at the applicable meeting of the Shareholders) to cause the election of the Social Capital Designees.
- (e) The Corporation shall notify Social Capital in writing promptly upon determining the date of any meeting of the Shareholders at which directors of the Corporation are to be elected and Social Capital shall advise the Corporation and the Board of the names of the Social Capital Designees within five (5) Business Days after receiving such notice.
- (f) If Social Capital does not advise the Corporation and the Board of the Social Capital Designees or does not advise the Corporation that it wishes to decline to designate any Social Capital Designees within the time set forth in Section 2.1(e), then Social Capital will be deemed to have designated its incumbent designees for nomination for election at the relevant meeting of the Shareholders.
- (g) If a Social Capital Designee ceases to hold office as a director of the Corporation for any reason, Social Capital shall be entitled (but not required) to designate an individual to replace him or her and the Corporation shall as soon as reasonably practicable, except if Social Capital would have otherwise ceased to be entitled to designate such Social Capital Designee pursuant to the terms hereof, take all steps as may be reasonably necessary to appoint such individual to the Board to replace the Social Capital Designee who has ceased to hold office.
- (h) For so long as any Social Capital Designee serves as a member of the Board, such Social Capital Designee shall be entitled (but not required) to serve on any committee of the Board provided that the Social Capital Designee satisfies the eligibility criteria for such committee as determined by the Board or an authorized

committee thereof from time to time, the rules of the TSXV and applicable corporate laws and Securities Laws.

- (i) The Corporation shall at all times provide each Social Capital Designee (in his or her capacity as a member of the Board) with the same rights to indemnification and exculpation that it provides to the other members of the Board. The Corporation has obtained and shall maintain customary director liability insurance (taking into account, to the extent applicable, the size of the Corporation, the fact that the Corporation's securities are publicly traded and the business in which the Corporation operates) which will apply to the Social Capital Designees to the same extent as provided for the Corporation's other directors.
- (j) The Corporation shall pay reasonable expenses incurred by any Social Capital Designee in the performance of his or her duties for or on behalf of the Corporation incurred as a result of such Social Capital Designee attending Board and committee meetings, including travel and accommodation expenses, that are incurred in accordance with and only to the extent of the Corporation's policies applicable to all directors."

ARTICLE II MISCELLANEOUS

2.1 Captions. The headings contained in this First Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this First Amendment. Except as otherwise indicated, all references in this First Amendment to "Sections" are intended to refer to the Sections of the IRA.

2.2 Effect of Amendment. Except as amended and set forth above, the IRA shall continue in full force and effect.

2.3 Entire Agreement. This First Amendment together with the IRA and all exhibits, annexes and schedules attached thereto, constitute and contain the entire agreement among the parties hereto and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

2.4 Severability. In case any one (1) or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

2.5 Governing Law. This First Amendment and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Province of British Columbia, without giving effect to principles of conflicts of law.

2.6 Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

2.7 Electronic and Facsimile Signatures. Any signature page delivered electronically or by facsimile (including without limitation transmission by .pdf) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to the other party if so requested.

2.8 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators. Nothing in this First Amendment, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and permitted assigns any right, remedies, obligations or liabilities under or by reason of this First Amendment, except as expressly provided in this First Amendment.

2.9 Further Actions. Each party hereto shall execute, acknowledge and deliver such further instruments, and do all other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this First Amendment.

[Signature Page Follows]

The Company and Social Capital have caused this First Amendment to Investor Rights Agreement to be executed, all as of the date set forth above.

PERIMETER MEDICAL IMAGING AI, INC.

By: *(signed) "Adrian Mendes"*

Name: Adrian Mendes

Title: Chief Executive Officer

SC MASTER HOLDINGS, LLC

By: *(signed) "Steve Trieu"*

Name: Steve Trieu

Title: Chief Financial Officer