



FORM 109
(RULE 22-2(2) AND (7))

This is the 9th affidavit
of Robert Kaul in this proceeding
and was made on November 13, 2024

District of British Columbia
Division No.: 02-Victoria
Court No.: B240300
Estate No.: 11-3089419
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF CLOUD DIAGNOSTICS CANADA ULC**

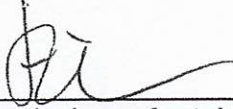
AFFIDAVIT

I, Robert Kaul, care of 2900 – 733 Seymour Street, Vancouver, in the Province of British Columbia SWEAR THAT:

1. I am a director on the board of directors of Cloud Diagnostics Canada ULC ("Cloud DX"), and as such have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be based upon information and belief, and where so stated I verily believe the same to be true.
2. Attached as Exhibit "A" to this affidavit is a true copy of the Subscription Agreement between Cloud DX and 1493907 B.C. Ltd. for the issue and sale by Cloud DX and the subscription and purchase by the Subscriber of common shares in Cloud DX, for which Cloud DX seeks court approval.
3. I have discovered that the price calculations in paragraphs 12(c) and 13(c) in my Affidavit #6 are incorrect. The correct amount owing to the secured debenture holders by Cloud DX is \$9,661,000.00 in principal and \$1,945,520.88 in interest for a total of \$11,606,520.88. Accordingly, the purchase price is calculated as

90% of this amount, being \$10,445,868.79, plus the amounts owing to CRA for its deemed trust amount, the DIP Charges and the Administration Charge.

SWORN BEFORE ME at the City of
Vancouver, in the Province of British
Columbia, this 13th day of November,
2024.



A Commissioner for taking Affidavits for
British Columbia



ROBERT KAUL

This is Exhibit "A" referred to in the affidavit of Robert Kaul, sworn before me at Vancouver, BC, this 13th day of November, 2024.

A handwritten signature in black ink, appearing to be 'JK' followed by a long horizontal stroke.

A Commissioner for taking Affidavits within British Columbia

SUBSCRIPTION AGREEMENT
CLOUD DIAGNOSTICS CANADA ULC

— AND —

1493907 B.C. LTD.

[NTD – Insert Date]

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THIS SUBSCRIPTION AGREEMENT is made as of _____, 2024.

BETWEEN:

CLOUD DIAGNOSTICS CANADA ULC., a company existing under the laws of British Columbia

("Cloud DX")

- and -

1493907 B.C. Ltd., a company incorporated under the laws of British Columbia

(the "Purchaser")

CONTEXT:

- A. On June 5, 2024, Cloud DX initiated proceedings under the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") by filing a Notice of Intention to Make a Proposal pursuant to Section 50.4 of the BIA (the "**NOI Proceedings**").
- B. On June 21, 2024, the Supreme Court of British Columbia (the "**Court**") granted an order authorizing Crowe MacKay & Company Ltd. in its capacity as proposal trustee (the "**Proposal Trustee**") to conduct a sale and investment solicitation process for the sale of Cloud DX's assets or purchase of its shares within the NOI Proceedings (the "**SISP**").
- C. As a result of the SISP, the Purchaser submitted a bid in the SISP pursuant to which it subscribes for the Subscribed Shares, the Existing Shares and Existing Equity Interests are cancelled for no consideration, the Debenture Holders are issued Common Shares, and the Subscription Price is paid by way of credit bid consisting of the DIP Indebtedness and 90% of the Debenture Indebtedness, the Cash Consideration and the assumption of the Assumed Liabilities, all pursuant to the Approval and Reverse Vesting Order, and on the terms and subject to the conditions set out in this Subscription Agreement.

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

**ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 Definitions

Whenever used in this Subscription Agreement the following words and terms shall have the meanings set out below:

- (a) "**Action**" means any claim, action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity and by or before a Governmental Authority;
- (b) "**Administration Charge**" has the meaning given to it in the NOI Order;
- (c) "**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person,

and includes any Person in like relation to an Affiliate. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning;

- (d) **"Agreement Date"** means the date of this Subscription Agreement as set forth on the first page of this Subscription Agreement;
- (e) **"Applicable Law"** means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law ("**Law**"), in each case relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation;
- (f) **"Approval and Reverse Vesting Order"** means an order issued by the Court substantially in the form attached hereto as Schedule A or otherwise acceptable to the Purchaser, Cloud DX and the Proposal Trustee, each acting reasonably:
 - (i) approving the Transactions;
 - (ii) ordering that Cloud DX shall retain all of its right, title and interest in and to the Retained Assets free and clear of any and all Encumbrances to be Discharged;
 - (iii) ordering that all Encumbrances against the Retained Assets other than Permitted Encumbrances are discharged;
 - (iv) ordering that all of the right title and interest of Cloud DX in and to the Excluded Assets and Excluded Contracts shall vest absolutely in ResidualCo;
 - (v) ordering that all Excluded Liabilities shall be transferred to and vested absolutely in and be assumed by ResidualCo;
 - (vi) ordering that the Excluded Creditors are forever barred and stayed from commencing or continuing any proceedings against Cloud DX in respect of Excluded Liabilities and extinguishing any Excluded Liabilities as against Cloud DX and releasing Cloud DX therefrom;
 - (vii) cancelling and terminating for nil consideration all Existing Shares and Equity Interests, ordering that the Existing Shareholders and Existing Equity Interest Holders shall have no further right, title or interest in Cloud DX under or pursuant to the Existing Shares or Equity Interests, and authorizing and directing Cloud DX to amend the Share Register to reflect such cancellation and termination;
 - (viii) issuing to the Purchaser the Subscribed Shares free and clear of all Encumbrances; and
 - (ix) providing full and final releases of any and all claims or causes of action, known or unknown, against all of (a) the present and former directors, officers, employees, legal counsel and advisors of Cloud DX and ResidualCo (or any of them); (b) the Proposal Trustee and its legal counsel; (c) the Debenture Holders, as such release is further described in the Approval and Reverse Vesting Order.

- (g) **"Assumed Liabilities"** means (a) Liabilities specifically and expressly designated by the Purchaser as Assumed Liabilities in Schedule B; (b) Cure Costs; and, (c) Liabilities under any Retained Contracts, Permits and Licenses or Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets);
- (h) **"BCBCA"** means the *Business Corporations Act*, SBC 2002, c 57, as amended;
- (i) **"BIA"** means the *Bankruptcy and Insolvency Act* (Canada), as amended from time to time;
- (j) **"Bid Package"** means the bid information package provided to the Purchaser by the Proposal Trustee;
- (k) **"Books and Records"** means all books and records of Cloud DX and its subsidiaries, including minute books, annual returns filed with corporate registry, books of account, ledgers, general, financial and accounting records, Tax Returns and other records in the possession and control of Cloud DX or its subsidiaries as of the Agreement Date;
- (l) **"Business"** means the business carried on by Cloud DX of providing remote patient monitoring systems and platforms;
- (m) **"Business Day"** means any day, other than a Saturday or Sunday or any day on which banks are generally not open for business in the City of Vancouver, British Columbia;
- (n) **"Cash Consideration"** means an additional cash payment in addition to the amount of the Deposit in an amount required to pay the Cash Consideration Obligations;
- (o) **"Cash Consideration Obligations"** means, (i) as at Closing any amount reasonably stipulated by the Proposal Trustee necessary to permit the completion of the administration of the NOI Proceedings, including the obligations secured by the Administration Charge, and (ii) any Priority Claim;
- (p) **"Claims"** means any and all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgments, executions, levies, taxes, writs of enforcement, charges, indemnities, liabilities, debts, or other claims or obligations, of any nature or kind whatsoever, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;
- (q) **"Closing"** means the completion of the Transactions pursuant to this Subscription Agreement;
- (r) **"Closing Date"** means the date on which the Closing occurs, which date shall be no later than ten (10) days from the date on which all conditions set out in Article 5 (other than those conditions that by their nature can only be satisfied on the Closing Date) have been satisfied or waived or such other date as may be agreed to in writing by the Parties;
- (s) **"Closing Sequence"** has the meaning set out in Section 4.2;
- (t) **"Closing Time"** means the time on the Closing Date at which Closing occurs, as evidenced by the Proposal Trustee's Certificate;
- (u) **"Cloud DX"** has the meaning set out in preamble to this Subscription Agreement;

- (v) "**Common Shares**" means the common shares in the capital of Cloud DX at the Closing Time;
- (w) "**Conditions Certificates**" has the meaning set out in Section 6.4;
- (x) "**Contracts**" means all contracts, agreements, deeds, licenses, leases, obligations, commitments promises, undertakings, engagements, understandings or arrangements to which Cloud DX is a party to or by which Cloud DX is bound by, including, without limitation, or those under which Cloud DX has, or will have at Closing, any right, obligation, or Liability or contingent right, obligation, or Liability (in each case, whether written or oral, express or implied) or under which any Claims or Encumbrances against Cloud DX arise, including those which in anyway relate to the Business, including any Personal Property Lease, any real property leases and any Contracts in respect of Employees;
- (y) "**Court**" has the meaning set out in the recitals;
- (z) "**Cure Costs**" means all monetary defaults in relation to the Retained Contracts as at the date of Closing, other than those arising by reason only of Cloud DX's insolvency, the commencement of the NOI Proceedings by Cloud DX or Cloud DX's failure to perform a non-monetary obligation;
- (aa) "**Credit Bid Amount**" has the meaning set out in Section 2.2;
- (bb) "**Debenture Documents**" means the Debenture Indenture, the Debentures and all guarantees, general security agreements and other documents entered into under and pursuant to the Debenture Indenture;
- (cc) "**Debenture Holder**" means a Person holding a Debenture;
- (dd) "**Debenture Indebtedness**" means the indebtedness, liabilities and obligations of Cloud DX or any Affiliate of Cloud DX in the amount of \$11,520,685 under the Debentures and Debenture Documents including principal, interest, fees, premiums, costs, expenses or other obligations;
- (ee) "**Debenture Indenture**" means the convertible debenture indenture dated as of September 8, 2023 between Cloud DX Inc. and the Debenture Trustee;
- (ff) "**Debenture Rights**" means all of the rights, remedies and recourses of the Debenture Holders and Debenture Trustee under and pursuant to the Debenture Documents and the Debenture Security;
- (gg) "**Debenture Security**" means the charges and security interests granted to the Debenture Trustee under the Debenture Documents;
- (hh) "**Debenture Trustee**" means Odyssey Trust Company in its capacity as trustee under the Debenture Indenture and any successor thereto;
- (ii) "**Debenture**" means any convertible debenture issued under the Debenture Indenture;
- (jj) "**Deposit**" has the meaning given in Section 2.1;
- (kk) "**DIP Charge**" means any interim financing charge granted by the Court in the NOI Proceedings;

- (ll) **"DIP Lender"** means collectively, all individuals and entities who have participated as an interim lender under a DIP Loan Agreement in the NOI Proceedings;
- (mm) **"DIP Loan Agreement"** means collectively, all interim financing facility agreements approved by the Court in the NOI Proceedings;
- (nn) **"DIP Indebtedness"** means the indebtedness, liabilities and obligations of Cloud DX owing to the DIP Lender under the DIP Loan Agreement including principal, interest, fees, premiums, costs, expenses or other obligations;
- (oo) **"Discharged"** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof;
- (pp) **"Employees"** means all individuals who, as of Closing Time, are employed by Cloud DX whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leaves of absence and all individuals who have been placed on temporary lay-off which has not expired, but, for certainty, excludes any Terminated Employees, and **"Employee"** means any one of them;
- (qq) **"Encumbrances"** means all security interests (whether contractual, statutory, or otherwise), hypothecs, pledges, mortgages, liens, trusts or deemed trusts (whether contractual, statutory or otherwise), reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;
- (rr) **"Encumbrances to Be Discharged"** means all Encumbrances on the Retained Assets, including without limitation the Encumbrances listed in Schedule C, and excluding only the Permitted Encumbrances;
- (ss) **"Equity Interest"** includes (i) any shares, interests, participations or other equivalents (however designated) of capital stock or share capital or related rights or interests; (ii) any phantom stock, phantom stock rights, stock appreciation rights or stock-based performance securities ; (iii) any warrants, options, convertible, exchangeable or exercisable securities, subscriptions, rights (including any pre-emptive or similar rights), calls; (iv) any other rights or interests to purchase or acquire any of the foregoing; and (v) any interest that constitutes an "equity interest" as such term is defined in the BIA;
- (tt) **"Excluded Assets"** means those assets listed in Schedule D, an amended list of which may be delivered by the Purchaser no later than two (2) Business Days before the Target Closing Date;
- (uu) **"Excluded Contracts"** means all Contracts that are not Retained Contracts, including those Contracts listed in Schedule E;
- (vv) **"Excluded Creditor"** means any Person holding or claiming Excluded Liabilities;
- (ww) **"Excluded Liabilities"** means all debts, obligations, Liabilities, Encumbrances (other than Permitted Encumbrances), indebtedness, Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated,

matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against Cloud DX or relating to any Retained Assets, Excluded Assets, or Excluded Contracts, as at the Closing Time, other than Assumed Liabilities, including, *inter alia*, (i) the non-exhaustive list of those certain Liabilities set forth in Schedule F, (ii) any and all Liability relating to any change of control provision that may arise in connection with the change of control contemplated by the Transactions and to which Cloud DX may be bound as at the Closing Time, (iii) all Liabilities relating to or under the Excluded Contracts and Excluded Assets, (iv) all Liabilities to or in respect of Cloud DX's Affiliates; and (v) the Cash Consideration Obligations;

- (xx) **"Existing Equity Interests"** means all Existing Equity issued by or existing in Cloud DX prior to Closing;
- (yy) **"Existing Equity Interest Holder"** means any Person holding an Existing Equity Interest;
- (zz) **"Existing Shareholder"** means any Person holding Existing Shares;
- (aaa) **"Existing Shares"** means all issued and outstanding shares of Cloud DX prior to Closing;
- (bbb) **"Final Order"** means the Approval and Reverse Vesting Order that satisfies the following conditions: (a) it is in full force and effect; (b) it has not been reversed, modified or vacated and is not subject to any stay; and (c) all applicable appeal periods have expired and any appeals therefrom have been finally disposed of, leaving the Approval and Reverse Vesting Order wholly operable;
- (ccc) **"Governmental Authority"** means any government, regulatory authority, governmental department, agency, agent, commission, bureau, official, minister, Crown corporation, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled to or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;
- (ddd) **"GST/HST"** means the goods and services tax and the harmonized sales tax imposed under the *Excised Tax Act* (Canada);
- (eee) **"Intellectual Property"** means all domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and nonpublic business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other proprietary intellectual property and industrial property, including as listed in Schedule H of this Subscription Agreement;

- (fff) "**Interim Period**" means the period from the date of this Subscription Agreement up to and until the Closing Time;
- (ggg) "**Laws**" means, with respect to any Person, property, transaction, event or other matter, all laws, statutes, by-laws, rules, regulations, treaties, Orders, ordinances or judgments, guidelines, directives or other requirements having the force of law, whether federal, provincial, state or municipal, relating or applicable to that Person, property, transaction, event or other matter;
- (hhh) "**Liability**" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;
- (iii) "**NOI Order**" means the Order granted by the Honourable Justice Jharma on June 11, 2024 in the NOI Proceedings.
- (jjj) "**NOI Proceedings**" means the proceedings initiated by Cloud DX on June 5, 2024 pursuant to a Notice of Intention to Make a Proposal pursuant to the BIA;
- (kkk) "**Notice**" has the meaning set out in Section 8.4;
- (lll) "**Orders**" means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes any orders granted in the NOI Proceedings;
- (mmm) "**Organizational Documents**" means, with respect to any Person, (a) if a company or a corporation, the certificate and articles of incorporation, notice of articles, articles of association, memorandum of association, by-laws, as applicable; (b) if a partnership, the partnership agreement and any certificate, declaration or other notice of partnership required to be filed with any Governmental Authority in order to form the partnership or, in the case of a limited partnership, to maintain the limited liability of any partners; (c) if a trust, the declaration of trust, trust indenture or other agreement of trust, as applicable; (d) if another type of Person, any other charter or similar document adopted or filed with any Governmental Authority in connection with the creation, formation or organization of the Person; (e) in the case of such other Person if a company or a corporation, all unanimous shareholder agreements; and (f) any amendment or supplement to any of the foregoing.
- (nnn) "**Outside Date**" means sixty (60) days from the date of this Subscription Agreement, plus at the sole written election of the Purchaser acting reasonably an additional thirty (30) days thereafter, plus at the joint written election of Cloud DX and the Purchaser each acting reasonably another thirty (30) day thereafter, or such other date as the Parties agree to in writing;
- (ooo) "**Parties**" means, collectively, Cloud DX and the Purchaser, and "Party" means any one of them;
- (ppp) "**Permits and Licenses**" means the permits, licenses, authorizations, approvals or other evidence of authority Related to the Business or issued to, granted to, conferred upon, or otherwise created for, Cloud DX, including software licenses, licenses issued by a Governmental Authority;

- (qqq) **"Permitted Encumbrances"** means the Encumbrances related to the Retained Assets listed in Schedule G, an amended list of which may be agreed to by the Purchaser, Cloud DX and the Proposal Trustee prior to the granting of the Approval and Reverse Vesting Order;
- (rrr) **"Person"** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, corporation, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (sss) **"Personal Property"** means all Intellectual Property, computers, connected health platforms, hardware, Permits and Licenses, certifications, contracts, awards, device kit inventory, scientific papers, machinery, equipment, furniture, motor vehicles and other personal property that is Related to the Business, wherever located (including those in possession of suppliers, customers and other third parties), including as set out in Schedule H;
- (ttt) **"Personal Property Lease"** means a lease, equipment lease, financing lease, conditional sales contract and other similar agreement relating to Personal Property to which Cloud DX is a party or under which it has rights to use Personal Property.
- (uuu) **"Priority Claim"** means any other Claim secured by an Encumbrance attaching to Personal Property ranking in priority to the Debenture Security including, but not limited to, Canada Revenue Agency source deductions which exist as of the date of this Subscription Agreement and are determined by a Final Order, on notice to the Purchaser, to be a public duty which the Cloud DX and Purchaser are responsible to remedy;
- (vvv) **"Proposal Trustee"** has the meaning set out in the recitals;
- (www) **"Proposal Trustee's Certificate"** means the certificate, substantially in the form attached as Schedule "A" to the Approval and Reverse Vesting Order, to be delivered by the Proposal Trustee in accordance with Section 6.4, and thereafter filed by the Proposal Trustee with the Court;
- (xxx) **"Purchase and Sale Transactions"** means the transactions contemplated by this Subscription Agreement which provide for, among other things, (a) the issuance by Cloud DX of the Subscribed Shares to the Purchaser in consideration for the Subscription Price, (b) the assignment by Cloud DX to ResidualCo of the Excluded Assets, Excluded Contracts, and the Excluded Liabilities, each on and subject to the terms set forth herein, and (c) the transfer of the Cash Consideration to ResidualCo, in full payment and satisfaction of the Excluded Assets and Excluded Contracts;
- (yyy) **"Purchaser"** has the meaning set out in preamble to this Subscription Agreement;
- (zzz) **"Purchaser's Representatives"** means those directors, officers, agents, employees, legal counsel, advisors and other like representatives of the Purchasers;
- (aaaa) **"Registrar"** means the registrar of the BCBCA;
- (bbbb) **"Related to the Business"** means primarily (i) used in; (ii) arising from; or (iii) otherwise related to the Business or any part thereof;

- (cccc) "**Representative**" when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person;
- (dddd) "**ResidualCo**" means the intended corporation referred to in Section 4.2;
- (eeee) "**Retained Assets**" has the meaning set out in Section 2.3;
- (ffff) "**Retained Contracts**" means those Contracts listed in Schedule I;
- (gggg) "**SISP**" means the Sale and Investment Solicitation Process conducted by Cloud DX in the context of the NOI Proceedings in accordance with the SISP Procedures;
- (hhhh) "**SISP Order**" means the SISP Approval Order issued by the Court on June 21 2024, in the NOI Proceedings;
- (iiii) "**SISP Procedures**" means the procedures governing the SISP, substantially in the form appended as Schedule "B" to the SISP Order;
- (jjjj) "**Subscribed Shares**" means a number of Common Shares in the capital of Cloud DX, to be advised by the Purchaser, which will be issued on Closing and which will represent 100% of the Equity Interest in Cloud DX;
- (kkkk) "**Subscription Agreement**" means this Subscription Agreement, including all schedules, and all amendments or restatements, as permitted pursuant to the terms hereof, and references to "Article" or "Section" mean the specified Article or Section of this Subscription Agreement;
- (llll) "**Subscription Price**" has the meaning set out in Section 2.2;
- (mmmm) "**Target Closing Date**" means within ten (10) days of the Approval and Reverse Vesting Orders becoming a Final Order, or such other date as Cloud DX (with the consent of the Proposal Trustee) and the Purchaser may agree to in writing;
- (nnnn) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;
- (oooo) "**Tax Liabilities**" means the Liabilities arising from or related to the Transaction Taxes;
- (pppp) "**Tax Returns**" means all returns, reports, declarations, designations, forms, elections, undertakings, notices, filings, information returns, waivers, certificates, statements, or any other documents or materials in respect of Taxes that are filed or required to be filed with any applicable Governmental Authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form;
- (qqqq) "**Taxes**" or "**Tax**" means, with respect to any Person, all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind imposed by any Governmental Authority, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof, including those levied on, or measured by, or referred to as income, gross income, gross receipts, net proceeds, profits, capital gains, alternative or add-on, or minimum, capital, transfer, land transfer, sales, retail sales, consumption, use, goods and services, harmonized sales, value-added, ad valorem, turnover, excise, stamp, non-resident withholding, business, franchising, business licences, real and personal property (tangible and intangible), environmental, payroll, employee withholding, employment, health, employer health, social services,

development, occupation, education or social security, and all contributions, premiums, surtaxes, all customs duties, countervail, anti-dumping, special import measures and import and export taxes, all licence, franchise and registration fees, all provincial workers' compensation payments, and all employment insurance, health insurance and Canada, Québec and other government pension plan contributions;

- (rrrr) "**Terminated Employees**" means those individuals employed by Cloud DX whose employment will be terminated by Cloud DX prior to Closing pursuant to a list to be provided by the Purchaser to the Cloud DX prior to Closing;
- (ssss) "**Terminated Employees Claims**" means claims of Terminated Employees that rank in priority to the Secured Obligations pursuant to Sections 81.3 and 81.4 of the BIA to a maximum of \$2,000.00 per Terminated Employee;
- (tttt) "**Transaction Taxes**" means all Taxes levied on or measured by, or referred to as, GST/HST, value-added, sales, provincial sales, consumption, use, transfer, land transfer, registration charges, gross receipt, turnover, excise, or stamp taxes (and any penalties and interest associated with such Taxes and fees);
- (uuuu) "**Transactions**" is defined in Section 2.2; and,

1.2 Certain Rules of Interpretation

In this Subscription Agreement:

- (a) **Currency** — Unless otherwise specified, all references to monetary amounts are to lawful currency of Canada.
- (b) **Headings** — Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Subscription Agreement.
- (c) **Including** — Where the word "including" or "includes" is used in this Subscription Agreement, it means "including (or includes) without limitation".
- (d) **No Strict Construction** — The language used in this Subscription Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (e) **Number and Gender** — Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (f) **Statutory reference** — A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (g) **Time** — Time is of the essence in the performance of the Parties' respective obligations.
- (h) **Time Periods** — Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Entire Agreement

This Subscription Agreement and the agreements and other documents required to be delivered pursuant to this Subscription Agreement constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Subscription Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise with respect to the subject matter of this Subscription Agreement.

1.4 Schedules

The schedules to this Subscription Agreement, listed below, are an integral part of this Subscription Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule A	Approval and Reverse Vesting Order
Schedule B	Assumed Liabilities
Schedule C	Encumbrances to be discharged
Schedule D	Excluded Assets
Schedule E	Excluded Contracts
Schedule F	Excluded Liabilities
Schedule G	Permitted Encumbrances
Schedule H	Personal Property
Schedule I	Retained Contracts

ARTICLE 2 SUBSCRIPTION PRICE FOR SUBSCRIBED SHARES AND ASSUMPTION OF LIABILITIES AND RESIDUALCO PROVISIONS

2.1 Deposit

Cloud DX acknowledges receipt from Purchaser of the sum of CDN\$140,000 paid to the Proposal Trustee, as a good faith deposit to be applied against the Cash Consideration on Closing (the "**Deposit**"). The Deposit shall be held in trust by the Proposal Trustee in a non-interest bearing account, pursuant to the terms of this Agreement, until one of the following events occur:

- (a) if Closing occurs, the Deposit shall be applied at Closing as partial satisfaction of the Cash Consideration and the payment obligation of Purchaser hereunder;
- (b) if the Closing occurs and the Cash Consideration needed for Closing is less than the amount of the Deposit, then the difference between the Cash Consideration and the Deposit needed for Closing shall be returned forthwith to the Purchaser;

- (c) if Closing does not occur due to the failure of Cloud DX to fulfill Cloud DX's closing conditions, the Deposit shall be returned forthwith to Purchaser;
- (d) if Closing does not occur for reason of the Purchaser's default in the payment or performance of its obligations owing under the Subscription Agreement, the Deposit shall be forfeited to the Proposal Trustee to account absolutely as liquidated damages and not as a penalty, which forfeiture of the Deposit shall constitute Cloud DX's sole remedy in such instance, with no right to claim further damages or other remedies from Purchaser.

2.2 Acquisition Transaction

The Purchaser subscribes to Cloud DX for the Subscribed Shares for a subscription price equal to the sum of:

- (a) an amount equal to DIP Indebtedness plus 90% of the Debenture Indebtedness (collectively the "**Credit Bid Amount**"), which Credit Bid Amount shall be satisfied by the Purchaser by the Credit Bid Amount being set off against the DIP Indebtedness and 90% of the Debenture Indebtedness;
- (b) the payment of the Cash Consideration; and
- (c) the payment of the Cure Costs; and
- (d) the assumption of the Assumed Liabilities

(the "**Subscription Price**"), which subscription shall be implemented pursuant to the following transactions (the "**Transactions**"):

- (a) the Purchaser will acquire all of the right, title and interest of the Debenture Holders in and to the Debenture Indebtedness, the Debenture Documents and the Debenture Rights, free and clear of any Encumbrances;
- (b) the Existing Shares of the Existing Shareholders and the Existing Equity Interests of the Existing Equity Interest Holders shall be cancelled for no consideration pursuant to the Approval and Reverse Vesting Order;
- (c) the right, title and interest of Cloud DX in and to the Excluded Assets and Excluded Contracts shall vest in, and the obligations of Cloud DX under the Excluded Liabilities shall vest in and be assumed by ResidualCo in accordance with the Approval and Reverse Vesting Order; and
- (d) Cloud DX shall issue to the Purchaser the Subscribed Shares.

2.3 Transfer of Excluded Assets and Excluded Contracts to ResidualCo

Effective as of the Closing, Cloud DX shall retain, free and clear of any and all Encumbrances, Claims and Liabilities, other than Permitted Encumbrances, all of the assets owned by Cloud DX as at Closing including the Retained Contracts, Permits and Licenses and Books and Records (collectively, the "**Retained Assets**"), but expressly excluding the following:

- (a) any assets sold in the ordinary course of business during the Interim Period; and
- (b) the Excluded Assets; and the Excluded Contracts.

The Excluded Assets and Excluded Contracts shall be transferred to and vest in ResidualCo. on Closing pursuant to the Approval and Reverse Vesting Order.

For greater certainty, ResidualCo shall be solely liable for all Tax Liabilities, if any, arising in connection with or as a result of the transfer of the Excluded Assets and Excluded Contracts to ResidualCo.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Cloud DX

Cloud DX represents and warrants as of the Agreement Date the following to the Purchaser and acknowledges that the Purchaser is relying upon the representations and warranties in connection with the Transactions:

- (a) subject to the granting and terms of the Approval and Reverse Vesting Order, this Subscription Agreement is a legal, valid and binding obligation of Cloud DX, enforceable against it in accordance with its terms; and
- (b) Cloud DX is not a non-resident of Canada within the meaning of the Tax Act.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants as of the Agreement Date the following to Cloud DX and acknowledges that Cloud DX is relying upon the representations and warranties in connection with the Transactions:

- (a) the Purchaser has received, read, and agreed to all of the Terms and Conditions contained in Cloud DX's Bid Package, including those contained in the portion entitled "Disclaimer";
- (b) the Purchaser is a corporation incorporated and existing under the Laws of its jurisdiction of incorporation and it has the corporate power to enter into and perform its obligations under this Subscription Agreement;
- (c) the execution and delivery of and performance by the Purchaser of this Subscription Agreement have been authorized by all necessary corporate action on the part of the Purchaser;
- (d) the execution and delivery of and performance by the Purchaser of this Subscription Agreement:
 - (i) does not constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents or bylaws; and
 - (ii) does not result in the violation of any Laws;
- (e) no filing with, notice to or authorization of, any Governmental Authority is required on the part of the Purchaser as a condition to the lawful completion of the Transactions;
- (f) this Subscription Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser, enforceable against it in accordance with its terms, subject only to any limitation under Applicable Law relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar Laws of general application

affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies including specific performance and injunction.

3.3 As is, where is

Notwithstanding any other provision of this Subscription Agreement, the Purchaser acknowledges, agrees and confirms that:

- (a) except for the representations and warranties of Cloud DX set forth in Section 3.1, it is entering into this Subscription Agreement and acquiring its Subscribed Shares on an "as is, where is" basis as they exist as of their issuance in accordance with the Closing Sequence;
- (b) Cloud DX or the Proposal Trustee is not and will not be liable to the Purchaser nor to anyone claiming by, through or under the Purchaser for any damages, costs or expenses for damage caused to the Personal Property by the registered owner of the Property or his tenants, guests, assigns, agents or by persons unknown;
- (c) With respect to environmental matters, and without limiting the generality of the foregoing, the Purchaser agrees that he is responsible to investigate the environmental condition of the Personal Property to his satisfaction and that he is responsible to satisfy himself, and is relying on his own investigations to verify that the level of Contaminants, as hereinafter defined, on or migrating to or from the Personal Property is satisfactory to the Purchaser and the environmental condition of the Personal Property is otherwise acceptable. Contaminants includes, without limitation, any contaminant, pollutant, underground or aboveground tank, asbestos materials, urea formaldehyde, deleterious substance, dangerous substance or good, hazardous, corrosive or toxic substance, special waste, waste or any other substance which is now or hereafter regulated under any laws, regulations, bylaws, orders or other lawful requirements of any governmental authority having jurisdiction over the Personal Property;
- (d) The Purchaser further acknowledges that it has entered into this Subscription Agreement on the basis that the Purchaser has conducted such inspections of the condition of and title to the Personal Property as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, legal claims, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Personal Property or the right of Cloud DX to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (British Columbia) or similar legislation do not apply hereto and have been waived by the Purchaser. The description of the Personal Property contained in the Appendices hereto is for the purpose of identification only. No representation, warranty, or condition has or will be given by Cloud DX or the Proposal Trustee concerning completeness or the accuracy of such descriptions;
- (e) The Purchaser further acknowledges that it has relied entirely upon its own inspection and investigation of all matters in respect of the Personal Property including but not limited to, the quantity, quality, and value of the Personal Property;
- (f) it has conducted to its satisfaction and has relied on such independent searches, investigations, reviews and inspections of Cloud DX and the Subscribed Shares as it deemed appropriate, and based thereon, has determined to proceed with the Transactions;

- (g) except as expressly stated in Section 3.1, none of Cloud DX or the Proposal Trustee is making, and the Purchaser is not relying on, any written or oral representations, warranties, statements, information, promises or guarantees, express or implied, statutory or otherwise, concerning the Transactions, Cloud DX, the Business, the Subscribed Shares, including the right, title or interest of Cloud DX in and to any assets relating to the Business, and any and all conditions, warranties or representations expressed or implied pursuant to any Applicable Law in any jurisdiction, which the Purchaser confirms do not apply to this Subscription Agreement, are hereby waived in their entirety by the Purchaser;
- (h) none of Cloud DX or the Proposal Trustee has made any representation or warranty as to any regulatory approvals, permits, licences, consents, registrations, filings or authorizations that may be needed to complete the Transactions or to obtain the benefit of the Subscribed Shares or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
- (i) the obligations of the Purchaser under this Subscription Agreement are not conditional upon any additional due diligence;
- (j) except for the representations and warranties of Cloud DX set forth in Section 3.1, any information regarding or describing the Subscribed Shares, or in any other agreement or instrument contemplated hereby, is for identification purposes only, is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or will be given by Cloud DX or the Proposal Trustee concerning the completeness or accuracy of such information or descriptions;
- (k) except as otherwise expressly provided in this Subscription Agreement, and except for fraud on the part of Cloud DX, the Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights or claims the Purchaser might have against Cloud DX or the Proposal Trustee pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than those representations and warranties of Cloud DX expressly set forth in Section 3.1. Except as set out above in this Subsection (g), such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, completeness of warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and claims of every kind and type, including claims regarding defects, whether or not discoverable or latent, and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights; and
- (l) the provisions of Section 3.3 shall survive and not merge on Closing.

ARTICLE 4 CLOSING

4.1 Closing

The Closing shall take place virtually by exchange of documents in PDF format on the Closing Date, in accordance with the Closing Sequence, and shall be subject to such escrow document release arrangements as the Parties may agree.

4.2 Closing Sequence

At the Closing Time on the Closing Date, Closing shall take place in the following sequence (the "**Closing Sequence**"):

- (a) First, a new corporation shall be incorporated under the *Canada Business Corporations Act* (Canada) or the BCBCA ("**ResidualCo**"), with any costs to administer a bankruptcy of ResidualCo to be payable from ResidualCo's assets;
- (b) Second, the Purchaser shall pay: (i) the Cash Consideration, less the Cure Costs, to be held in escrow by the Proposal Trustee, on behalf of Cloud DX; and (ii) the Cure Costs to Cloud DX, and the entire Cash Consideration shall be dealt with in accordance with this Closing Sequence;
- (c) Third:
 - (i) the Excluded Assets, Excluded Contracts and Excluded Liabilities shall be transferred to, vest in and assumed by ResidualCo and all Claims and Encumbrances, other than the Permitted Encumbrances, shall be discharged as against Cloud DX and the Retained Assets pursuant to and in accordance with the Approval and Reverse Vesting Order;
 - (ii) ResidualCo shall hold the Excluded Assets and become a party to the Excluded Contracts in place and stead of Cloud DX;
 - (iii) ResidualCo shall become liable for the Excluded Liabilities in place and stead of Cloud DX, and Cloud DX shall no longer have any obligations under or liability for such Excluded Contracts and Excluded Liabilities, all of which will be forever released and discharged as against Cloud DX;
 - (iv) ResidualCo shall thereafter be subject to the Excluded Liabilities for the benefit of the existing creditors of Cloud DX as at the Effective Date; and the Excluded Liabilities, Claims, and Encumbrances shall continue to attach to the Excluded Assets, the Excluded Contracts, and all other property and assets of ResidualCo and have the same nature and priority as they had immediately prior to the Effective Time;
- (d) Fourth, all Existing Shares and Equity Interests, together with any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital or Equity Interests of Cloud DX, shall be deemed cancelled and terminated for nil consideration in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (e) Fifth, the Retained Assets will be retained by Cloud DX free and clear of all Encumbrances and Claims, save and except Permitted Encumbrances and Assumed Liabilities, in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (f) Sixth, Cloud DX shall have paid, assumed or otherwise satisfied the Assumed Liabilities, in accordance with the terms of this Subscription Agreement;
- (g) Seventh, Cloud DX shall issue the Subscribed Shares, and all right, title and interest in the Subscribed Shares shall vest absolutely in the Purchaser, free and clear of all Encumbrances and Claims;
- (h) Eighth, notwithstanding any other provision of this Section the Cash Consideration, less the Cure Costs, shall vest in ResidualCo, and all existing Claims and Encumbrances save and except Permitted Encumbrances and Assumed Liabilities shall attach to the Cash

Consideration, less the Cure Costs, in accordance with the Approval and Reverse Vesting Order;

- (i) Ninth, Cloud DX will pay the Cure Costs in the fashion contemplated by the Approval and Reverse Vesting Order;
- (j) Tenth, Cloud DX shall cease to be an applicant in the NOI Proceedings and Cloud DX shall be deemed to be released from the purview of the NOI Order and all other Orders of this Court granted these NOI Proceedings, save and except for this Order the provisions of which (as they relate to Cloud DX) shall continue to apply in all respects; and
- (k) Eleventh, the NOI Proceedings shall have no further force or effect, and will be terminated upon the issuance and filing of the Proposal Trustee's Certificate.

The Purchaser, with the prior consent of Cloud DX and the Proposal Trustee, acting reasonably, may amend the Closing Sequence provided that such amendments to the Closing Sequence do not materially alter or impact the Transactions or the consideration which Cloud DX or its stakeholders will benefit from, as part of the Transactions.

4.3 The Purchaser's Closing Deliveries

At or before the Closing (as applicable), the Purchaser shall deliver or cause to be delivered to Cloud DX (or to the Proposal Trustee, if so indicated below), the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Purchaser confirming and certifying that each the conditions in Sections 5.1(b) and 5.1(c) have been satisfied;
- (b) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by an appropriate Governmental Authority;
- (c) the Cash Consideration in accordance with Section 4.2;
- (d) such other agreements, documents and instruments as may be reasonably required by Cloud DX to complete the Transactions provided for in this Subscription Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

4.4 Cloud DX's Closing Deliveries

At or before the Closing (as applicable), Cloud DX shall deliver or cause to be delivered to the Purchaser, the following:

- (a) a copy of the Approval and Reverse Vesting Order;
- (b) evidence satisfactory to the Purchaser, acting reasonably, that all Existing Shares and Equity Interests of Cloud DX together with any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock options or share purchase or equivalent plans), or other documents or instruments governing or having been created or granted in connection with the share capital or Equity Interests of Cloud DX have been cancelled and terminated in accordance with and pursuant to the Approval and Reverse Vesting Order;
- (c) a certificate dated as of the Closing Date and executed by an executive officer of Cloud DX confirming and certifying that each of the conditions in Sections 5.2(b) and 5.2(c) have been satisfied; and

- (d) share certificates representing the Subscribed Shares.

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Conditions for the Benefit of Cloud DX

The obligation of Cloud DX to complete the Transactions is subject to fulfillment of each of the following conditions on the date stated for fulfillment thereof, and if not so stated on or before the Closing Time, each of which is acknowledged to be for the exclusive benefit of Cloud DX and may be waived by Cloud DX in whole or in part:

- (a) **Successful Bid.** The Purchaser pursuant to this Subscription Agreement shall have been declared the "Successful Bidder" in accordance with the SISP Procedures, or, if initially declared to be the "Backup Bidder", the Purchaser shall have subsequently been deemed to be the "Successful Bidder" in accordance with the SISP Procedures;
- (b) **Representations and Warranties.** The representations, warranties and agreements of the Purchaser in Section 3.2 and 3.3 shall be true and accurate in all material respects as at the Closing Time with the same force and effect as if made at and as of such time, and the Purchaser shall have executed and delivered a certificate to that effect;
- (c) **Fulfillment of Purchaser's Covenants.** All of the terms, covenants and conditions of this Subscription Agreement to be complied with or performed by the Purchaser at or before the Closing Time shall have been complied with or performed in all material respects and the Purchaser shall not be in material breach of any agreement or covenant on its part contained in this Subscription Agreement; and
- (d) **Delivery.** The Purchaser shall have paid, in aggregate, the Subscription Price and delivered the documents and other items referred to in Section 4.3.

5.2 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to fulfillment of each of the following conditions on or before the Closing Time, each of which is included for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part:

- (a) **Successful Bid.** This Purchaser pursuant to this Subscription Agreement shall have been declared the "Successful Bidder" in accordance with the SISP Procedures, or, if initially declared to be the "Backup Bidder", the Purchaser shall have subsequently been deemed to be the "Successful Bidder" in accordance with the SISP Procedures;
- (b) **Representations and Warranties.** The representations and warranties of Cloud DX in Section 3.1 shall be true and accurate in all material respects as at the Closing Time with the same force and effect as if made at and as of such time, and Cloud DX shall have executed and delivered a certificate to that effect;
- (c) **Fulfillment of Cloud DX's Covenants.** All of the terms, covenants, conditions of this Subscription Agreement to be complied with or performed by Cloud DX at or before the Closing Time shall have been complied with or performed in all material respects and Cloud DX shall not be in material breach of any agreement or covenant on its part contained in this Subscription Agreement;

- (d) **Delivery.** Cloud DX shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in have delivered the documents and other items referred to in Section 4.4; and
- (e) **Terminated Employees.** Cloud DX shall have terminated the employment of the Terminated Employees, as requested by the Purchaser, in its sole discretion, and all liabilities owing to any such Terminated Employees in respect of such terminations, except for Terminated Employees Claims, including all amounts owing on account of statutory notice, termination payments, severance, vacation pay, benefits, bonuses or other compensation or entitlements, shall be and constitute Excluded Liabilities which, pursuant to the Approval and Reverse Vesting Order and the Closing Sequence, shall be Discharged as against Cloud DX and transferred to ResidualCo.

5.3 Mutual Conditions for the Benefit of Cloud DX and the Purchaser

The obligation of each of Cloud DX and the Purchaser to complete the Transactions is subject to the fulfillment of each of the following conditions or before the Closing Time, each of which is included for the benefit of Cloud DX and the Purchaser and may be waived in whole or in part upon the mutual agreement of the Parties:

- (a) **No Violation of Orders or Law.** During the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has: (i) the effect of making any of the Transactions illegal, or (ii) the effect of otherwise prohibiting, preventing or restraining the consummation of any of the Transactions contemplated by this Subscription Agreement;
- (b) **Approval and Reverse Vesting Order.** The Approval and Reverse Vesting Order, in form and substance satisfactory to each of the Parties acting reasonably, shall have been issued and have become a Final Order.

5.4 Interim Period

- (a) During the Interim Period, except: (i) as contemplated or permitted by this Subscription Agreement (ii) as necessary in connection with the NOI Proceedings; (iii) as otherwise provided in the NOI Order and any other Court orders, prior to the Closing Time; or (iv) as consented to by the Purchaser and Cloud DX, such consent not to be unreasonably withheld, conditioned or delayed: (A) Cloud DX shall continue to maintain its Business and operations in substantially the same manner as conducted on the date of this Subscription Agreement, including preserving, renewing and keeping in full force its corporate existence; (B) Cloud DX shall not transport, remove or dispose of, any of its assets out of its current locations outside of its ordinary course of Business; (C) the Personal Property and all included items will be at the risk of Cloud DX until Closing. From and including the Closing, and afterwards, the Personal Property and all included items will be at the risk of the Purchaser.
- (b) During the Interim Period, except as contemplated or permitted by this Subscription Agreement or any Court order, Cloud DX shall not enter into any non-arms' length transactions involving Cloud DX or its assets or the Business without the prior approval of the Purchaser.
- (c) During the Interim Period and if the purchaser pursuant to this Subscription Agreement is determined to be the "Successful Bidder" or the "Backup Bidder", in accordance with the SISP Procedures, the Purchaser shall furnish to Cloud DX such information concerning the Purchaser as shall be reasonably requested, including all such information as shall be necessary to enable Cloud DX to verify that the representations

and warranties and covenants of the Purchaser contained in this Subscription Agreement have been complied with;

- (d) Up to the Closing Date, any risk of loss, or damage, by fire, or other cause, to the Personal Property will remain with Cloud DX. Cloud DX shall not be required to maintain any insurance relating to the Personal Property, but if there is such insurance Cloud DX will hold any insurance policies or compensation policies, if any, and any proceeds of any insurance policies or compensation, in trust for the Purchaser.
- (e) If, prior to the Closing Date there occurs any damage to, or destruction of, a substantial portion of the Personal Property that cannot be repaired, or restored, in the opinion of Cloud DX acting reasonably within 60 days of that damage or destruction by fire or other cause to any of the Assets ("**Material Damage**"), then Cloud DX shall complete the Purchase and Sale Transactions, in which case any insurance proceeds or other compensation proceeds paid or payable with respect to the Property will be assigned or paid by Cloud DX to the Purchaser.
- (f) In the event of damage to the Personal Property that is not Material Damage, the Purchaser will complete the Purchase and Sale Transactions, in which event any insurance proceeds or other compensation proceeds paid or payable with respect to the Personal Property will be assigned or paid by Cloud DX to the Purchaser.

5.5 Access During Interim Period

If the Purchaser under this Subscription Agreement is determined to be the "Successful Bidder" or the "Backup Bidder", in accordance with the SISP Procedures, during the Interim Period, Cloud DX shall give, or cause to be given, to the Purchaser, and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such non-intrusive and non-destructive investigations of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably deems necessary or desirable to further familiarize itself with the Business and the Retained Assets, provided that the Purchaser shall not be entitled to any confidential or sensitive information regarding the conduct of the SISP, as determined by Cloud DX and the Proposal Trustee, each acting reasonably. Without limiting the generality of the foregoing: (a) the Purchaser and its Representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Subscription Agreement and to the Employees; and (b) subject to the ongoing reasonable oversight and participation of Cloud DX and the Proposal Trustee, and with prior notice to the Proposal Trustee, the Purchaser and its Representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and, Cloud DX's customers and contractual counterparties. Such investigations shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with Cloud DX's operations and Cloud DX shall cooperate reasonably in facilitating such investigations and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

5.6 Non-Satisfaction of Conditions

If any condition set out in Section 5.1, 5.2, or 5.3 is not satisfied or performed prior to the Outside Date, the Party for whose benefit the condition is inserted may:

- (a) in writing, waive compliance with the condition in whole or in part in its sole discretion by notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (b) elect to terminate this Subscription Agreement, in which case neither of the Parties shall be under any further obligation to the other to complete the Transactions, except that if this

Subscription Agreement is terminated by a Party because of a breach of this Subscription Agreement by the other Party or because a condition for the benefit of the terminating Party has not been satisfied because the other Party has failed to perform any of its obligations or covenants under this Subscription Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 6 COVENANTS OF THE PARTIES

6.1 Pre-Closing Covenants of Cloud DX

Cloud DX covenants to the Purchaser that, during the period from and including the Agreement Date through and including the Closing Date or the earlier termination of this Subscription Agreement:

- (a) Cloud DX will take, or cause to be taken, all commercially reasonable actions and to do, or cause to be done, all things necessary or proper, consistent with Applicable Law, to consummate and to effect the Closing on the Target Closing Date, provided that the foregoing shall not be construed as a requirement that Cloud DX waive any Closing condition set out in Sections 5.1 or 5.3 hereof.
- (b) Cloud DX will carry on its Business, in the ordinary course, substantially as presently conducted and substantially consistent with past practice and taking into account ordinary practices in the industry in which Cloud DX operates its Business.
- (c) Cloud DX will use all reasonable commercial efforts to preserve intact its Business and to preserve and maintain the assets of the Business. Cloud DX will not sell, transfer, lease, sublease, surrender or forfeit or otherwise dispose of any assets of the Business other than in the ordinary course of business consistent with past practice.
- (d) Cloud DX will furnish the Purchaser with access to the Books and Records any financial and operating data and other information with respect to Cloud DX or the Business as the Purchaser will reasonably request; and permit the Purchaser to make such reasonable inspections and copies thereof as the Purchaser may require. Cloud DX will answer reasonable questions from the Purchaser concerning operational matters relating to the Business and Cloud DX's assets. Subject to any Orders, Cloud DX will comply in all material respects with Applicable Law.

6.2 Pre-Closing Covenants of the Purchaser

The Purchaser covenants to Cloud DX that, during the period from the Agreement Date through and including the Closing Date or the earlier termination of this Subscription Agreement:

- (a) The Purchaser will take, or cause to be taken, all commercially reasonable actions and to do, or cause to be done, all things necessary or proper, consistent with Applicable Law, to consummate and make effective as soon as possible the Transactions, provided that the foregoing shall not be construed as a requirement that the Purchaser waive any Closing condition set out in Sections 5.2 or 5.3 hereof.
- (b) The Purchaser will take such actions as may be reasonably requested by Cloud DX to assist Cloud DX in obtaining the Court's entry of the Approval and Reverse Vesting Order and any other Order reasonably necessary to consummate the Transactions.

6.3 Mutual Covenants — Regulatory Approvals and Consents

If the Purchaser under this Subscription Agreement is determined or deemed to be the "Successful Bidder", in accordance with the SISP Procedures:

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transactions; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Subscription Agreement and the consummation of the Transactions; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Subscription Agreement and the Transactions required under any Applicable Law.
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 6.3.
- (c) The Parties shall cause their respective Affiliates to, promptly provide all information, documents and data to Governmental Authorities as may be requested, required or ordered pursuant to statutory or non-statutory requests for information, supplemental information requests and any court orders in connection with the approvals and consents outlined in this Section 6.3.

6.4 Proposal Trustee's Closing Certificate

When the conditions to Closing set out in 5.1, 5.2 and 5.3 have been satisfied or waived by Cloud DX and/or the Purchaser, as applicable, Cloud DX, the Purchaser or their respective counsel will each deliver to the Proposal Trustee confirmation in writing that such conditions of Closing as applicable, have been satisfied or waived (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the entire Cash Consideration, the Proposal Trustee shall: (i) issue forthwith its Proposal Trustee's Certificate concurrently to Cloud DX, and the Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Proposal Trustee's Certificate with the Court (and shall provide a true copy of such filed certificate to the Cloud DX and the Purchaser).

ARTICLE 7 TERMINATION

7.1 Grounds for Termination

- (a) This Subscription Agreement is irrevocable until the occurrence of any event contemplated under Section 7.1(b) below.
- (b) This Subscription Agreement may be terminated on or prior to the Closing Date:
 - (i) by the mutual agreement of Cloud DX and the Purchaser;
 - (ii) by the Purchaser, on the one hand, or Cloud DX, on the other hand, upon notice to the other Party if the Court declines at any time to grant the Approval and Reverse Vesting Order, provided that the reason for the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission, or

breach of this Subscription Agreement by the Party proposing to terminate this Subscription Agreement;

- (iii) by the Purchaser, if the Purchaser pursuant to this Subscription Agreement is determined not to be the "Successful Bidder" or the "Backup Bidder", as defined in and in accordance with the SISP Procedures;
 - (iv) by the Purchaser, on the one hand, or Cloud DX, on the other hand, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Mountain Standard time) on the Outside Date, provided that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Subscription Agreement, by the Party proposing to terminate this Subscription Agreement;
 - (v) by Cloud DX, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Subscription Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 5.2, as applicable, by the Outside Date and such violation or breach has not been waived by Cloud DX or cured by the Purchaser within five (5) Business Days of Cloud DX providing notice to the Purchaser of such breach, unless Cloud DX is itself in material breach of its own obligations under this Subscription Agreement at such time; or
 - (vi) by the Purchaser, if there has been a material violation or breach by Cloud DX of any agreement, covenant, representation or warranty of Cloud DX in this Subscription Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 5.1, as applicable, by the Outside Date and such violation or breach has not been waived by the Purchaser or cured by Cloud DX within five (5) Business Days of the Purchaser providing notice to Cloud DX of such breach, unless the Purchaser is itself in material breach of its own obligations under this Subscription Agreement at such time.
- (c) Prior to Cloud DX agreeing or electing to any termination pursuant to Section 7.1, Cloud DX shall first obtain the prior written consent of the Proposal Trustee.

7.2 Effect of Termination.

If this Subscription Agreement is terminated pursuant to Section 7.1, all further obligations of the Parties under this Subscription Agreement will terminate and no Party will have any Liability or further obligations hereunder, except as contemplated in Sections 2.1 (*Deposit*), 8.1 (*No Liability; Proposal Trustee*) 8.2 (*Confidentiality*), 8.3 (*Expenses*), 8.4 (*Notices*), 8.6 (*Successors and Assigns*), 8.7 (*Assignment*), 8.8 (*Amendment*) 8.9 (*Waiver*), 8.10 (*Survival*), 8.12 (*Severability*), 8.13 (*Governing Law*), which shall survive such termination.

ARTICLE 8 GENERAL

8.1 Proposal Trustee's Capacity

The Purchaser acknowledges and agrees that the Proposal Trustee will have no liability whatsoever in connection with this Subscription Agreement or the Transactions, whether in its capacity as Proposal Trustee, as Trustee of ResidualCo, in its personal capacity or otherwise, and that the representations, covenants, obligations and agreements of Cloud DX pursuant to this Subscription Agreement and any

related or ancillary document shall be those of Cloud DX exclusively and shall not constitute, or be deemed to constitute, representations, covenants, obligations or agreements of the Proposal Trustee.

8.2 Confidentiality

Each Party shall keep confidential all information obtained from the other Party in connection with the Subscribed Shares and this Subscription Agreement, and shall not release any information concerning this Subscription Agreement and the Transactions without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information: (i) to any Governmental Authority or to the public if required by Applicable Law (provided that Purchaser shall advise Cloud DX in advance of the content of any such public statement); or (ii) as reasonably requested by Cloud DX's secured creditors or as legally required.

8.3 Expenses

Each of the Parties shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred by them in connection with this Subscription Agreement and the Transactions, including in connection with the review, negotiation, preparation, execution and performance of this Subscription Agreement, except as otherwise contemplated in this Subscription Agreement.

8.4 Notices

Any notice, direction, approval, consent or other communication given regarding the matters contemplated by this Subscription Agreement (each a "Notice") shall be in writing and shall be sufficiently given if delivered by courier service, personal delivery or electronic mail:

- (a) in the case of a Notice to Cloud DX, to:

Attention: Robert Kaul
Email: Robert.Kaul@CloudDX.com

with a copy to:

Owen Bird Law Corporation
Attention: Jonathan Williams
Email:

- (b) in the case of a Notice to the Purchaser, to:

1493907 B.C. LTD.
Attention: Constantine Zachos
Email: czachos@falconpoint.ca

with a copy to:

Gowling WLG (Canada) LLP
Attention: Jonathan Ross
Email: Jonathan.Ross@ca.gowlingwlg.com

- (c) in the case of a Notice to the Proposal Trustee, to:

Crowe McKay & Company Ltd.

Attention: Jonathan McNair and Nelson Allan
Email: jonathan.mcnair@crowemackay.ca; nelson.allan@crowemackay.ca

with a copy to:

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of, delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day. Any party may, from time to time, change its address by giving Notice to the other parties in accordance with the provisions of this Section 8.4.

8.5 Time of Essence

Time shall be of the essence of this Subscription Agreement in all respects.

8.6 Successors and Assigns

This Subscription Agreement shall become effective only when executed by each of the Parties and shall thereafter be binding on and enure to the benefit of the Parties and their respective successors and permitted assigns.

8.7 Assignment

Neither this Subscription Agreement nor any of the rights or obligations under this Subscription Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Party.

8.8 Amendment

This Subscription Agreement may only be amended, supplemented or otherwise modified by written agreement by the Parties, provided that the Purchase may on written notice prior to Closing amend or replace a document attached to or the information contained in a Schedule, and thereafter the revised Schedule attaching the amended or replaced document or information shall supersede the earlier version of the Schedule and be incorporated in, form part of and be attached to this Subscription Agreement.

8.9 Waiver

No waiver of any of the provision of this Subscription 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 Subscription 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.

8.10 Survival

Other than those representations, warranties, covenants or other agreements which by their terms contemplate performance after Closing or unless otherwise expressly provided in this Subscription Agreement (including Section 3.3), the representations, warranties, covenants and other agreements contained in this Subscription Agreement shall not survive Closing.

8.11 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the Transactions, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or

desirable to effect the purpose of this Subscription Agreement and carry out its provisions, whether before or after the Closing provided that the costs and expenses of any actions taken after Closing at the request of a Party shall be the responsibility of the requesting Party.

8.12 Severability

If any covenant or other provision of this Subscription Agreement is invalid, illegal or incapable of being enforced by reason of any rule of Law or public policy, then such covenant or other provision will be severed from and will not affect any other provision of this Subscription Agreement and this Subscription Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Subscription Agreement. All other covenants and provisions of this Subscription Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

8.13 Governing Law and Jurisdiction

This Subscription Agreement, the rights and obligations of the Parties hereunder, and any claim based upon or arising out of this Subscription Agreement or the Transactions shall be governed by and interpreted and construed 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 exclusive jurisdiction of the Court in any action, application, reference or other proceeding arising out of or relating to this Subscription Agreement or the Transactions and consents to all claims in respect of any such action, application, reference or other proceeding being heard and determined in the Court.

8.14 Execution and Delivery

This Subscription Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Subscription Agreement.

Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS OF WHICH the Parties have executed this Subscription Agreement as of the date first written above.

CLOUD DIAGNOSTICS CANADA ULC

By: _____
Name:
Title:

1493907 B.C. LTD.

By: _____
Name: Constantine Zachos
Title: Director

SCHEDULE "A"
APPROVAL AND REVERSE VESTING ORDER

SCHEDULE "B"
ASSUMED LIABILITIES

SCHEDULE "C"**ENCUMBRANCES TO BE DISCHARGED**

Security interest of Odyssey Trust Company perfected by BC PPR Registration 780516P

General collateral:

A security interest in all presently owned and hereafter acquired personal property of Cloud Diagnostics Canada ULC

SCHEDULE "D"
EXCLUDED ASSETS

SCHEDULE "E"
EXCLUDED CONTRACTS

SCHEDULE "F"
EXCLUDED LIABILITIES

SCHEDULE "G"**PERMITTED ENCUMBRANCES**

Security interest of Royal Bank of Canada perfected by BC PPR Registration 921021M registered April 21, 2021. General Collateral:

MONEYS OR AMOUNTS THAT MAY FROM TIME TO TIME BE ON DEPOSIT IN THE NAME OF DEBTOR WITH OR OWED TO DEBTOR BY SECURED PARTY, ROYAL BANK MORTGAGE CORPORATION, THE ROYAL TRUST COMPANY OR ROYAL TRUST CORPORATION OF CANADA OR ANY TWO OR MORE OF THEM, AND IN THE DEBTOR'S RIGHTS IN THOSE MONEYS OR ,THOSE AMOUNTS. PROCEEDS: ALL PROCEEDS INCLUDING, WITHOUT LIMITATION, GOODS (INCLUDING INVENTORY AND EQUIPMENT (EQUIPMENT INCLUDES, WITHOUT LIMITATION, MACHINERY, TOOLS, APPARATUS, PLANT, FURNITURE, FIXTURES, AIRCRAFT AND VEHICLES OF ,WHATSOEVER NATURE AND KIND) BUT EXCLUDING CONSUMER GOODS), MONEY, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS AND SECURITIES.

SCHEDULE "H"

PERSONAL PROPERTY

Connected Health Platform

Clinician Web Application (Current Version 3.42.1.0)
 Connected Health Patient Facing Application
 iOS Current Version 2.13.2
 Android Current Version 1.34.2.10748-p

Certifications & licenses

Health Canada MDL 100448
 Health Canada MDEL 70264
 SOC2 Privacy & Security Compliance Report

Software licenses

ZOHO CRM
 ZOHO Desk
 ZOHO Inventory
 ZOHO Vaults
 ZOHO Projects
 ZOHO Bookings
 Confluence (Cloud)
 JIRA (Cloud)
 Sharepoint
 KnowBe4
 TalentLMS
 MS Office Suite
 MS Azure
 Okta
 Zoom
 Adobe Acrobat
 Bell Jasper
 UserBrain
 Jira(onsite)
 Quickbooks Online
 Stripe
 Samsung Knox MDM

Intellectual Property

Operational Knowledge
 Software technical know-how
 Zoho CRM content
 BambooHR Employee Centre content

Clinical workflow content

Survey content
 Care plan content
 Learning Management System content
 Marketing material content
 Video content
 Presentation content
 Image content
 Contract language content
 Employee culture content
 Sales material content
 White papers
 RFP responses
 V59498\64452815\1

Grant applications
Licenses to Registered trademarks

Physical Assets

Area rugs 3
Asst'd kitchenware -asst
Bar stools 4
Boardroom chairs 12
Boardroom table 1
Carrels 1
Chairs 4
Charger racks 6
Coffee table 1
Commercial fridge 1
Credenza 1
Desk chairs 16
Desks 11
Filing cabinets 7
Lounge chairs 8
Microwave 2
Pallet jack 1
PC computers 30
Plants - asst
Pull up banners - asst
Refrigerator 1
Shelves/racks 10
Small boardroom chairs 4
Small boardroom table 1
Small refrigerator 1
Sofa 1
Tables 8
Trade show booth 1
Trophy case 1
TV & TV stand 1
Waiting room chairs 4
Work chairs 4
Work stations 7

Device Kit Inventory

SM-T225 - Samsung Tablet - 141 pcs
WPO-20B Oximeter - 563 pcs
WPO-30 Oximeter 1,000 pcs
NONIN 3230 Oximeter 28 pcs
UA-651CNBLE - A&D BP Cuff 290 pcs
WWS-20 Scale 1149 pcs
JPD-700A GEN1 Thermometer 360 pcs
JPD-700A GEN2 Thermometer 789 pcs
JPD-FR400 Thermometer 185 pcs
UA-289A - A&D BP Cuff 15 pcs
UA-291A - A&D BP Cuff 166 pcs
UA-420A - A&D BP Cuff 1 pc
CLAMSHELL CASE Outer case 8 pcs
CLAMSHELL FOAM Outer case 103 pcs
EXTENSION CORDS Accessory 642 pcs

Customer Contracts

Alberta Health Services
Alberta Primary Care Network Camrose
V5949816445281511

Alberta Primary Care Network Kalyna Country
 BC-Provincial Health Services Authority
 Beausoleil Paramedics
 Brant Paramedics
 Brockton Family Health Team
 Centre for Pulmonary Rehab - North Bay
 Equitable Life
 Guelph Waterloo Paramedic Service
 Hamilton Health Sciences (MMC)
 Hanover Family Health Team
 Health PEI Provincial Contract (MMC)
 Kingston Colorectal Cancer Pilot
 Kingston Health Sciences Centre
 Markham Stouffville Hospital
 MDVIP - Dr. Freedman
 MDVIP- Lifemine Health
 Mohawk Medbuy Master Agreement
 Niagara Health
 Norfolk County Community Paramedics
 Northumberland County Paramedics
 Oneida Nation Paramedics
 Ottawa Hospital Research Institute
 Owen Sound Family Health Team
 Oxford County Community Paramedics
 Peterborough County Paramedics
 Primary Care Cape Cod
 Simcoe County Paramedics
 Southlake Ontario Health Team (MMC)
 St. Marys Hospital (MMC)
 The Ottawa Hospital
 University of Ottawa Health Institute
 VHA Home Healthcare
 Windsor Essex County Paramedics
 Yukon Health and Social Services
 License Agreement with Cloud DX, Inc.

Scientific Papers

Evaluating the Use of Mobile Health Technology in Older Adults With Heart Failure:
 Mixed-Methods Study Aging.JMIR April 12, 2018.
<https://aging.jmir.org/2018/2/e12178/>
 Technology-Enabled Self-Management of Chronic Obstructive Pulmonary Disease With
 or Without Asynchronous Remote Monitoring: Randomized Controlled Trial
<https://www.jmir.org/2020/7/e18598/>
 A Comparison and Calibration of a Wrist-Worn Blood Pressure Monitor for Patient
 Management: Assessing the Reliability of Innovative Blood Pressure Devices. CCV-1
 Catheter Study, JMIR April 2018
<https://www.jmir.org/2018/4/e111/>
 Magneto-nanosensor smartphone platform for the detection of HIV and leukocytosis at
 point-of-care
<https://www.sciencedirect.com/science/article/abs/pii/S1549963418305586?via%3Dihub>
<https://pubmed.ncbi.nlm.nih.gov/30502420/>
 Postoperative Remote Automated Monitoring: Need for and State of the Science
 (abstract)
[https://www.onlinecjc.ca/article/S0828-282X\(18\)30319-2/fulltext](https://www.onlinecjc.ca/article/S0828-282X(18)30319-2/fulltext)
<https://pubmed.ncbi.nlm.nih.gov/29960614/>
 Post Discharge after Surgery Virtual Care with Remote Automated Monitoring
 Technology (PVC-RAM): protocol for a randomized controlled trial
<http://cmajopen.ca/content/9/1/E142>

V5949816445281511

<https://pubmed.ncbi.nlm.nih.gov/33653769/>
Post-discharge after surgery Virtual Care with Remote Automated Monitoring-1 (PVCRAM-1) technology versus standard care: randomised controlled trial. BMJ 2021;374:n2209 Sept 2021
<https://www.bmj.com/content/374/bmj.n2209>
Continuous non-invasive remote automated blood pressure monitoring with novel wearable technology: A Validation Study (VERDICT 1). mHealth.JMIR Feb 2022.
<https://mhealth.jmir.org/2022/2/e24916>
Beyond wellness monitoring: continuous multi parameter remote automated monitoring of patients
[https://www.onlinecjc.ca/article/S0828-282X\(21\)00812-6/fulltext](https://www.onlinecjc.ca/article/S0828-282X(21)00812-6/fulltext)
A Novel Hospital-to-Home System for Children With Medical Complexities: Usability Testing Study. Formative.JMIR Aug 2022. <https://formative.jmir.org/2022/8/e34572>
Published on 12.8.2022 in Vol 6, No 8 (2022): August

List of Awards

Canadian business Magazine New Innovator 2022
NSERC Synergy Award 2021
Pandemic Technology News Award 2021
Roche Diagnostics COVID-19 Innovation Award 2020
Waterloo Medtech Startup to Scale Up Award 2019
PWR Vision to Reality Award "Visionary" 2018
Qualcomm Tricorder XPRIZE Bold Epic Innovator Award 2017
CIX Top 20 Most Innovative Companies Award 2017
BNN Top Disruptor Award 2016
Startup Canada Startup of the Year 2015

SCHEDULE "I"

RETAINED CONTRACTS

Customer Contracts

Alberta Health Services
Alberta Primary Care Network Camrose
Alberta Primary Care Network Kalyna Country
BC-Provincial Health Services Authority
Beausoleil Paramedics
Brant Paramedics
Brockton Family Health Team
Centre for Pulmonary Rehab - North Bay
Equitable Life
Guelph Waterloo Paramedic Service
Hamilton Health Sciences (MMC)
Hanover Family Health Team
Health PEI Provincial Contract (MMC)
Kingston Colorectal Cancer Pilot
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Markham Stouffville Hospital
MDVIP - Dr. Freedman
MDVIP- Lifemine Health
Mohawk Medbuy Master Agreement
Niagara Health
Norfolk County Community Paramedics
Northumberland County Paramedics
Oneida Nation Paramedics
Ottawa Hospital Research Institute
Owen Sound Family Health Team
Oxford County Community Paramedics
Peterborough County Paramedics
Primary Care Cape Cod
Simcoe County Paramedics
Southlake Ontario Health Team (MMC)
St. Marys Hospital (MMC)
The Ottawa Hospital
University of Ottawa Health Institute
VHA Home Healthcare
Windsor Essex County Paramedics
Yukon Health and Social Services
License Agreement with Cloud DX, Inc

This is the 9th Affidavit of
Robert Kaul in this proceeding
and was made on November 13, 2024.

District of British Columbia
Division No.: 02-Victoria
Court No.: B-240300
Estate No.: 11-3089419
Vancouver Registry

**IN THE SUPREME COURT OF
BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE
NOTICE OF INTENTION
TO MAKE A PROPOSAL
OF CLOUD DIAGNOSTICS CANADA ULC**

AFFIDAVIT

OWEN BIRD LAW CORPORATION
P.O. Box 1
Vancouver Centre II
2900 – 733 Seymour Street
Vancouver, BC V7B 0S6
Attention: Jonathan L. Williams
File No. 41286-0000
