

VOTING SUPPORT AND STANDSTILL AGREEMENT

THIS AGREEMENT is made as of the 10th day of March, 2026.

B E T W E E N:

RED LIGHT HOLLAND CORP., a corporation organized under the Laws of the Province of Ontario (the “**Buyer**”)

– and –

NEGEV CAPITAL FUND ONE LP (the “**Securityholder**”)

RECITALS:

1. The Securityholder is the registered and/or beneficial owner of, or exercises control or direction over, the number of issued and outstanding Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans (each as defined herein) set forth on Schedule A.
2. The Securityholder understands that the Buyer and Filament Health Corp., a corporation organized under the Laws (as defined herein) of the Province of British Columbia (the “**Company**”), are going to execute the Arrangement Agreement (as defined herein).
3. This Agreement (as defined herein) sets out the terms and conditions of the agreement of the Securityholder, among other things: (a) to abide by the voting covenants in respect of the Securityholder’s Securities (as defined herein); (b) to not sell, transfer or pledge the Securityholder’s Securities; and (c) to not solicit, initiate, knowingly encourage or otherwise facilitate an Acquisition Proposal (as defined herein).
4. The Company Board has unanimously determined that the Consideration to be received by the Company Shareholders is fair from a financial point of view and that the Arrangement is in the best interests of the Company and its securityholders, and the Company Board has unanimously resolved to recommend that the Company Shareholders vote in favour of the Arrangement Resolution.
5. The Securityholder acknowledges that the Buyer would not enter into the Arrangement Agreement or pursue the transactions contemplated therein but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties (as defined herein) hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, except as set out below, all capitalized terms not otherwise defined herein have the meaning given to them in the Arrangement Agreement:

“**Acquisition Proposal**” has the meaning ascribed to “Company Acquisition Proposal” in the Arrangement Agreement.

“**Affiliate**” has the meaning ascribed to “affiliate” in the *Business Corporations Act* (Ontario), as amended.

“**Agreement**” means this voting support and standstill agreement, together with any and all schedules hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, and the expressions “herein”, “hereof”, “hereto”, “above”, “below” and similar expressions refer to this Agreement and, where applicable, to the appropriate schedule or schedules hereto.

“**Arrangement Agreement**” means the arrangement agreement between the Buyer and the Company, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

“**Arrangement Resolution**” has the meaning ascribed to such term in the Arrangement Agreement.

“**Business Days**” means all days other than Saturdays, Sundays and all other days that are statutory holidays in the Province of British Columbia or Ontario, and “**Business Day**” means any one of the Business Days.

“**Alternative Transaction**” has the meaning ascribed thereto in Section 3.1(10).

“**Company Debentures**” means the outstanding debentures issued by the Company to each of the holders of outstanding debentures of the Company as listed in Section 3.01(k)(v) of the Company Disclosure Letter to the Arrangement Agreement.

“**Company Material Adverse Effect**” has the meaning ascribed to such term in the Arrangement Agreement.

“**Company Meeting**” has the meaning ascribed to such term in the Arrangement Agreement.

“**Company Options**” means the outstanding options of the Company to purchase Company Shares granted under the equity incentive plan of the Company.

“**Company RSUs**” means the outstanding restricted share units of the Company to acquire Company Shares granted under the equity incentive plan of the Company.

“**Company Shares**” means the common shares in the capital of the Company and shall include any shares into which such common shares may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom including any extraordinary distributions of securities which may be declared in respect of the common shares.

“**Company Warrants**” means the outstanding warrants of the Company to purchase Company Shares issued by the Company.

“**Consideration Shares**” means the Buyer Shares to be issued as the Consideration pursuant to the Arrangement, including any Buyer Shares issued to the Securityholder in respect of the Securityholder’s Shares, Company RSUs, Company Debentures and Existing Company Loans held by the Securityholder.

“**Effective Date**” has the meaning ascribed to such term in the Arrangement Agreement.

“**Existing Company Loans**” means each of the outstanding loans or payables of the Existing Company Creditors, as set forth in Section 1.01(d) of the Company Disclosure Letter to the Arrangement Agreement.

“**Governmental Entity**” means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision, agent, commission, board or authority of any of the foregoing; (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; (e) any public utility authority; or (f) any stock exchange, including the Canadian Securities Exchange (the “**Exchange**”).

“**Law**” or “**Laws**” means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the Exchange), and the term “**applicable**” with respect to such Laws and in a context that refers to one or more Persons, means such Laws as are applicable to such Person or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities.

“**Parties**” means the Buyer and the Securityholder, and “**Party**” means any one of them.

“**Person**” includes an individual, sole proprietorship, partnership, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status.

“**Securityholder’s Convertible Securities**” means those Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans in the number or amount set forth on Schedule A, being all of the Company Options, Company RSUs, Company Warrants, Company Debentures, Existing Company Loans and other securities and rights to acquire securities of the Company (other than Company Shares) acquired legally or beneficially or controlled or directed, either directly or indirectly, by the Securityholder after the date hereof.

“**Securityholder’s Securities**” means, collectively, the Securityholder’s Shares and the Securityholder’s Convertible Securities.

“**Securityholder’s Shares**” means those Company Shares in the number set forth on Schedule A, being all of the Company Shares owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Company Shares issued upon the conversion or vesting of or the exercise by the Securityholder of Company Options, Company RSUs or Company Warrants, or upon conversion or settlement of Company

Debentures or Existing Company Loans, or otherwise owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, after the date hereof.

“**Standstill Liability Cap**” has the meaning ascribed thereto in Section 5.6.

“**Voting Support Expiry Date**” has the meaning ascribed thereto in Section 3.1.

1.2 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.3 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars.

1.4 Interpretation Not Affected by Headings

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

1.5 Date for any Action

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Governing Law

- (1) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the Laws of the Province of British Columbia and the federal Laws of Canada applicable in that province.
- (2) Each of the Parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.7 Incorporation of Schedules

The Schedule attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Securityholder’s Securities

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to the Buyer (and acknowledges that the Buyer is relying on the representations and warranties in completing the transactions contemplated by the Arrangement Agreement) that:

- (1) the Securityholder has the legal capacity (including, if such Securityholder is a corporation or other legal entity, due authorization) to execute and deliver this Agreement and to consummate the transactions contemplated hereby;
- (2) this Agreement has been executed and delivered by the Securityholder, and, assuming the due authorization, execution and delivery by the Buyer, constitutes a legal, valid and binding obligation of the Securityholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity;
- (3) none of the execution and delivery of this Agreement by the Securityholder, the performance by the Securityholder of its obligations hereunder or the compliance by the Securityholder with any of the provisions hereof will result in any breach of, be in conflict with, constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of any constating or governing documents, by-laws or resolutions of the Securityholder, if applicable, any indenture, contract, agreement, instrument or other document to which the Securityholder is a party or subject, or any judgment, decree, order, statute, rule or regulation applicable to the Securityholder;
- (4) no approval, authorization, consent or order of, and no filing, registration or recording with, any Governmental Entity or other Person is required of the Securityholder as a condition to the execution and delivery or the performance by the Securityholder of its obligations under this Agreement;
- (5) there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties or, in the case of a corporate or other legal entity, any of its officers or directors (in their capacities as such) that, individually or in the aggregate, could reasonably be expected to impair the Securityholder's ability to perform its obligations under this Agreement. There is no judgment, decree or order against the Securityholder or, in the case of a corporate or other legal entity, any of its directors or officers (in their capacities as such) that could reasonably be expected to prevent, enjoin, alter or materially delay the Securityholder from performing its obligations under this Agreement;
- (6) the Securityholder's Securities are all of the securities or rights to acquire securities of the Company or any of its Affiliates held of record or beneficially owned by the Securityholder or for which the Securityholder has or shares any voting power, power of disposition or other control or direction. For the avoidance of doubt, the Securityholder's Securities include all Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures and Existing Company Loans held or controlled by the

Securityholder. Except as set forth on Schedule A, no other securities of the Company or rights to acquire securities of the Company or any of its Affiliates are beneficially owned, held of record or controlled or directed, directly or indirectly, by the Securityholder. The Securityholder has the sole right to vote (or cause to be voted) all the Securityholder's Securities, and will have the sole right to vote (or cause to be voted) all the Securityholder's Securities designated as such after the date hereof, at any meeting of the securityholders of the Company and in any action by written consent of the foregoing in accordance with this Agreement;

- (7) no Person has any agreement or option, or any right or privilege (whether by Law, preemptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Securityholder of any of the Securityholder's Securities, or any interest therein or right thereto, except pursuant to this Agreement and the Arrangement Agreement;
- (8) the Securityholder has not previously granted or agreed to grant any ongoing proxy in respect of the Securityholder's Securities or entered into any voting trust, vote pooling or other agreement with respect to the right to vote, or any agreement to call meetings of shareholders or give consents or approvals in any way affecting the Securityholder's Securities; and
- (9) the Securityholder has not entered into any agreement, arrangement or understanding that is inconsistent with the obligations of the Securityholder under this Agreement, including any commitment to support or vote in favour of any Acquisition Proposal or competing transaction.

ARTICLE 3 COVENANTS

3.1 Covenants of the Securityholder (Voting Support)

In consideration of the benefit that the Arrangement will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, during the period commencing on the date hereof and ending on the earlier of (such earlier date being the "**Voting Support Expiry Date**"): (i) the date of termination of this Agreement in accordance with its terms, and (ii) the Effective Date, the Securityholder hereby irrevocably agrees and covenants in favour of the Buyer:

- (1) The Securityholder shall not:
 - (a) sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of the Securityholder's Securities, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), without having first obtained the prior written consent of the Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, in each case provided that the transferee agrees in writing to be bound by this Agreement as if originally a party hereto; or
 - (b) other than as set forth herein, grant any proxies or powers of attorney, deposit any Securityholder's Securities into a voting trust or enter into a voting agreement,

understanding or arrangement with respect to any of the Securityholder's Securities,

provided, however, that the foregoing shall not prohibit (i) transfers or other dispositions to Affiliates of the Securityholder, (ii) transfers or other dispositions by the Securityholder for bona fide estate planning purposes, or (iii) transfers by operation of Law, in each case provided that the transferee agrees in writing to be bound by this Agreement as if originally a party hereto.

- (2) The Securityholder hereby undertakes from time to time, until the Voting Support Expiry Date:
- (a) to vote (or cause to be voted) all the Securityholder's Securities at the Company Meeting or at any adjournment or postponement thereof, and in any action by written consent of the foregoing, (A) in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (and any actions or steps required in furtherance thereof), (B) against any Acquisition Proposal or other merger, reorganization, consolidation, amalgamation, arrangement, business combination, share exchange, liquidation, dissolution, recapitalization, or similar transaction involving the Company (other than the transactions contemplated by the Arrangement Agreement or an Alternative Transaction), (C) against any action which might reasonably be regarded as likely to reduce the success of, or delay or interfere with, the completion of the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (or any actions or steps reasonably required in furtherance thereof), and (D) against any action that would result in any breach of any representation, warranty or covenant by the Company in the Arrangement Agreement or which might reasonably be expected to have a Company Material Adverse Effect;
 - (b) without the prior written consent of the Buyer, which consent shall be at the Buyer's sole discretion, not to requisition or join in the requisition of any meeting of the shareholders or securityholders of the Company for the purpose of considering any resolution;
 - (c) not to make any statements against the transactions contemplated by the Arrangement Agreement or any other agreement or transaction involving the Buyer or its Affiliates or any aspect of them and not to bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such transactions or any aspect thereof;
 - (d) not to do indirectly anything it may not do directly in respect of the restrictions on its rights with respect to the Securityholder's Securities pursuant to this Section 3.1, including, but not limited to, the sale of any direct or indirect holding company of the Securityholder or the granting of a proxy on the securities of any direct or indirect holding company of the Securityholder which would have, indirectly, the effect prohibited by this Section 3.1;
 - (e) if the Securityholder's Securities are registered in the name of a Person other than the Securityholder or otherwise held other than personally, to cause the direct

owner of such securities to perform all covenants of the Securityholder under this Agreement as if such direct owner was the Securityholder;

- (f) to generally work with the Buyer and the Company in order to ensure the success of the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (and any actions or steps reasonably required in furtherance thereof); and
- (g) it will, on or before the fifth Business Day prior to the Company Meeting: (i) with respect to any Securityholder's Securities (and any other Securityholder's Convertible Securities entitled to vote) that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Arrangement Resolution; and (ii) with respect to any Securityholder's Securities (and any other Securityholder's Convertible Securities entitled to vote) that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Securities, instructing that the Securityholder's Securities be voted in favour of the approval of the Arrangement Resolution. Such proxy or proxies shall name those individuals as may be designated by management of the Company in the Company Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Buyer. Notwithstanding the foregoing, the Securityholder may revoke or amend any such proxy or voting instruction if required by applicable Law or court order.

For the avoidance of doubt, the obligations of the Securityholder under this Section 3.1(2) are irrevocable and shall not be affected, modified or limited by any change, withdrawal, amendment, modification or qualification of the recommendation of the Company Board with respect to the Arrangement or the Arrangement Resolution, by any Acquisition Proposal or Company Superior Proposal (as defined in the Arrangement Agreement), or by any other intervening event or circumstance whatsoever.

- (3) The Securityholder shall (i) immediately cease, and will instruct its representatives to immediately cease, and cause to be terminated any existing solicitation, discussion or negotiation, encouragement or activity with any Person (other than the Buyer or any of its representatives) by the Securityholder or any of its representatives with respect to any Acquisition Proposal or any potential Acquisition Proposal whether or not initiated by the Securityholder or its representatives, and (ii) immediately cease to provide any Person (other than the Buyer or any of its representatives) with access to information concerning the Company in respect of any Acquisition Proposal or any potential Acquisition Proposal, and request the return or destruction of all confidential information provided to any Person (other than the Buyer or any of its representatives) that has entered into a confidentiality agreement with the Securityholder relating to any Acquisition Proposal or potential Acquisition Proposal and shall use all commercially reasonable efforts to ensure that such requests are honoured.
- (4) The Securityholder agrees that, until the Voting Support Expiry Date, neither the Securityholder nor any representative thereof will knowingly, directly or indirectly (i)

solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of discussion, negotiation, furnishing information or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding, or that may reasonably be expected to lead to, any Acquisition Proposal, or (ii) engage or participate in any discussions or negotiations regarding, or provide any information with respect to or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, an effort or attempt by a Person (other than the Buyer and its representatives) to do or seek to do any of the foregoing regarding any Acquisition Proposal or potential Acquisition Proposal.

- (5) The Securityholder agrees that, until the Voting Support Expiry Date, the Securityholder will promptly (and in any event within 2 Business Days) notify the Buyer, at first orally and then in writing, of any written proposal, inquiry, offer or request received after the date hereof (i) relating to an Acquisition Proposal or potential Acquisition Proposal or inquiry that could reasonably lead or be expected to lead to an Acquisition Proposal, (ii) for discussions or negotiations in respect of an Acquisition Proposal or potential Acquisition Proposal, (iii) for representation on the board of directors of the Company, or (iv) any material amendments to any of the foregoing. Such notice shall include the identity of the Person making such proposal, inquiry, offer or request, a description of the terms and conditions thereof and the Securityholder shall provide to the Buyer a copy of any written Acquisition Proposal and all written communications, and such details of the proposal, inquiry, offer or request, that the Buyer may reasonably request, provided that the Securityholder shall not be required to provide copies of preliminary, non-binding or informal communications or disclose confidential valuation or strategic analyses. The Securityholder agrees that, until the Voting Support Expiry Date, the Securityholder will keep the Buyer promptly and fully informed of the status, including any change to the material terms, of such proposal, inquiry, offer or request and shall respond promptly to all inquiries by the Buyer with respect thereto.
- (6) The Securityholder hereby waives and agrees not to exercise any rights of appraisal or rights of dissent the Securityholder may have that may arise from the transactions contemplated by the Arrangement Agreement or an Alternative Transaction (or any actions or steps reasonably required in furtherance thereof).
- (7) The Securityholder agrees to notify the Buyer promptly of the amount of any new Company Shares, Company Options, Company RSUs, Company Warrants, Company Debentures, Existing Company Loans or other securities or rights to acquire securities of the Company acquired or controlled or directed, either directly or indirectly, by the Securityholder, if any, after the date hereof. Any such securities and rights to acquire securities shall be subject to the terms of this Agreement as though they were Securityholder's Securities on the date hereof.
- (8) The Securityholder agrees to promptly notify the Buyer upon becoming aware of any Company Material Adverse Effect.
- (9) The Securityholder hereby irrevocably consents to:
 - (a) details of this Agreement being set out in any information circular, listing statement, other public filing or other document, produced by the Company, the Buyer and/or on their behalf in connection with the transactions contemplated by this Agreement and the Arrangement Agreement pursuant to applicable Law; and

- (b) this Agreement being made publicly available, including by filing by the Buyer on SEDAR+.
- (10) If the Buyer concludes after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than pursuant to the Arrangement Agreement (including, without limitation, a take-over bid, merger, arrangement, consolidation or acquisition) on economic terms and conditions having consequences to each securityholder of the Company that are equivalent to or better than those contemplated by the Arrangement Agreement (any such transaction is referred to as an “**Alternative Transaction**”), the Securityholder agrees to support the completion of the Alternative Transaction in the same manner as the transactions contemplated by the Arrangement Agreement, including, in the case of a take-over bid, by causing all of the Securityholder’s Securities to be validly tendered in acceptance of such take-over bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such take-over bid, and not withdrawing the Securityholder’s Securities from such take-over bid except as expressly otherwise provided in this Agreement. In the event of any proposed Alternative Transaction, all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Alternative Transaction.
- (11) The Securityholder agrees that, until the Voting Support Expiry Date, the Securityholder will not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement or any Alternative Transaction (or any actions or steps reasonably required in furtherance thereof).

Notwithstanding anything to the contrary in this Section 3.1, nothing herein shall require the Securityholder, if the Securityholder is a director or officer of the Company or any of its Affiliates, to take or refrain from taking any action in such Securityholder’s capacity as a director or officer of the Company or any of its Affiliates prior to the Effective Date to the extent that doing so would be inconsistent with such Person’s fiduciary duties under applicable Law, as determined in good faith. Notwithstanding anything to the contrary in this Agreement, nothing herein shall require the Securityholder, if the Securityholder is a director or officer of the Buyer or any of its Affiliates, to take or refrain from taking any action solely in such Securityholder’s capacity as a director or officer of the Buyer or any of its Affiliates following the Effective Date to the extent that doing so would be inconsistent with such Person’s fiduciary duties under applicable Law, as determined in good faith.

3.2 Covenants of the Securityholder (Standstill and Resale Restriction)

In consideration of the benefit that the Arrangement will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, during the period commencing on the Effective Date and ending on the date of termination of this Agreement in accordance with its terms, the Securityholder hereby irrevocably agrees and covenants in favour of the Buyer that:

- (1) neither the Securityholder nor any of its Affiliates, principals, directors, general partners, officers, employees, members, agents or representatives, will, acting alone or “jointly or in concert” (within the meaning of applicable Laws) with any other Person, unless specifically consented to or directed in writing by the Buyer (for greater certainty, the Buyer shall be deemed to have consented to or directed any actions undertaken in furtherance of any Management Proposal), directly or indirectly:

- (i) make, or induce any Person to make, any unsolicited take-over bid, or any other unsolicited merger or unsolicited going-private transaction involving the Company or the Buyer;
- (ii) in any manner short sell, or agree to short sell, directly or indirectly, any securities of the Buyer, or enter into any derivative or hedging transaction that has the effect of establishing a net short position in respect of the securities of the Buyer;
- (iii) propose or offer to enter into, directly or indirectly, any amalgamation, plan of arrangement, merger or business combination involving the Company or the Buyer or its subsidiaries or to purchase, directly or indirectly, a material portion of the property or assets of the Company or the Buyer or their respective subsidiaries;
- (iv) in any manner short sell, or agree to short sell, directly or indirectly any securities of the Buyer;
- (v) directly or indirectly “solicit” or participate or join with any Person in the “solicitation” of any “proxies” (as such term or corresponding term is defined in applicable Laws) to vote, or seek to influence any Person with respect to the voting of, any common shares or other securities of the Company or the Buyer;
- (vi) deposit any common shares or other securities of the Company or the Buyer into a voting trust, or subject any common shares or other securities of the Company or the Buyer to any agreement or arrangement with respect to the voting of such securities, or enter into any other agreement or arrangement having similar effect with any Person who is not an Affiliate of the Securityholder;
- (vii) seek, alone or jointly or in concert with others, (i) to requisition or call a meeting of the shareholders of the Company or the Buyer, (ii) to obtain representation on, or nominate or propose the nomination of any candidate for election to, the board of directors of the Company or the Buyer, other than as expressly provided in this Agreement, (iii) to change the size or composition of the board of the Company or the Buyer, or (iv) to effect the removal of any member of the board of directors of the Company or the Buyer or otherwise alter the composition of the board of directors of the Company or the Buyer, other than as expressly provided in this Agreement;
- (viii) seek to control or to influence the management, the board or policies of the Company or the Buyer;
- (ix) submit, or induce any Person to submit, any shareholder proposal to the Company or the Buyer;
- (x) enter into any discussions, agreements or understandings with any Person with respect to or in contemplation of the foregoing, or advise, assist, support or encourage any Person to take any action inconsistent with the foregoing;
- (xi) make any public disclosure of any consideration, intention, plan or arrangement inconsistent with any of the foregoing, including any private request to amend,

waive or terminate any provision of this Agreement that would require the Company or the Buyer to make a public disclosure; or

- (xii) directly or indirectly fund, finance, guarantee, or otherwise provide financial or logistical support (including the provision of information, data, analysis, strategic advice, or access to representatives) to any Person for the purpose of, or in connection with, any of the activities described in Sections 3.2(1)(i) through 3.2(1)(xi), or any proxy contest, consent solicitation, or other campaign to influence or change the management, board composition, or policies of the Buyer, or form, join, or participate in a “group” (within the meaning of applicable securities Laws) for the purpose of acquiring, holding, voting, or disposing of securities of the Buyer in a manner inconsistent with this Agreement.
- (2) For the avoidance of doubt, the restrictions in this Section 3.2(1) shall apply only to Buyer Shares (including Consideration Shares) actually held by or under the control or direction of the Securityholder at the applicable time. The Securityholder shall not be required to hold a minimum number of Buyer Shares, and the standstill and voting support obligations in this Section 3.2 shall apply only in respect of Buyer Shares actually held by the Securityholder from time to time. For greater certainty, the Securityholder is not restricted from selling Buyer Shares (including Consideration Shares) at any time in the open market, subject to applicable securities Laws and the Resale Restriction in Section 3.2(4), and upon the sale or other bona fide disposition of any Buyer Shares (including Consideration Shares), such disposed shares shall cease to be subject to the standstill and voting support obligations under this Agreement. For greater certainty, the Securityholder is not restricted from exercising its voting rights in the ordinary course in a manner consistent with this Agreement.
 - (3) None of the provisions of Section 3.2 shall be construed to restrict the Securityholder from making confidential proposals to or communications with the board of directors of the Buyer and/or management of the Buyer with respect to routine business matters; provided, however, that (a) such proposals or communications shall not relate to, propose, or otherwise contemplate any matter that would, if publicly disclosed or pursued, constitute a breach of any of the standstill restrictions set forth in Section 3.2(1) (including any change of control transaction, proxy solicitation, board reconstitution, or management change), (b) the Securityholder shall not publicly disclose any such proposal or communication or use it as a basis for any public campaign, and (c) the making of any such proposal or communication shall not relieve the Securityholder of any obligation under this Section 3.2.
 - (4) Following the Effective Date, the Consideration Shares received by the Securityholder (including any Buyer Shares received in respect of the Securityholder’s Company Shares, Company RSUs, Company Debentures and Existing Company Loans) will, subject to and following the expiry of any applicable lock-up and escrow periods under the Arrangement Agreement, be subject to the following resale restrictions (together, the “**Resale Restriction**”):
 - (i) subject to the exceptions set forth below in Section 3.2(4)(ii), the Securityholder may not sell more than 15% of the applicable volume, on the applicable Canadian or United States stock exchange, on any given day, and all such sales are to be made on or through the facilities of an exchange or market without a pre-arranged buyer;

- (ii) the foregoing restrictions and covenants in Section 3.2(4)(i) shall not apply if the pre-arranged buyer is approved by the Buyer, acting reasonably, or if the Securityholder, the Buyer or their trading representatives, can find a “block trade buyer”, such trade(s) may be executed in the context of the then applicable market price and shall be excluded from the 15% volume restriction in Section 3.2(4)(i), provided that the “block trade buyer” is not: (i) a competitor of the Buyer; (ii) a reporting insider (within the meaning of applicable Laws) of the Buyer; or (iii) an Affiliate of such entities in (i) or (ii) or a Person acting “jointly or in concert” (within the meaning of applicable Laws) of such entities in (i) through (iii); and
- (iii) upon the written request by the Buyer, and no more than twice per quarter, the Securityholder shall deliver to the Buyer a written report that sets out the material details of any sales, including the sale price thereof.

The Securityholder further agrees and acknowledges that the Buyer, at its discretion, may place restrictive legends on any of the Consideration Shares to evidence the Resale Restriction contained in this Agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with the Buyer’s transfer agent and registrar, or the equivalent, against the disposition or transfer of the Consideration Shares subject to the Resale Restriction contrary to the provisions of this Agreement without any further act or approval on the part of the Securityholder.

- (5) Following the Effective Date and until the date of termination of this Agreement in accordance with its terms, the Consideration Shares actually held by the Securityholder from time to time (including any Buyer Shares received in respect of the Securityholder’s Company Shares, Company RSUs, Company Debentures and Existing Company Loans) will be subject to the following voting support obligations, provided that such obligations shall apply only in respect of Consideration Shares (or Buyer Shares) actually held by or under the control or direction of the Securityholder at the applicable time:
 - (a) **Agreement to Vote in Favour.** At any meeting of security holders of the Buyer, or at any adjournment or postponement thereof, or in any other circumstances upon which a vote, consent or other approval is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Consideration Shares to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Consideration Shares: (i) in favour of the approval, consent, ratification and adoption of the items recommended by a resolution of a majority of the board of directors of the Buyer (each, a “**Management Proposal**” and collectively, the “**Management Proposals**”); for the avoidance of doubt, a proposal or recommendation by any individual director, officer, or executive of the Buyer, without the approval of a majority of the board of directors of the Buyer, shall not constitute a Management Proposal; and (ii) in favour of any other matter necessary for the consummation of the Management Proposals or any other transaction contemplated by the Management Proposals.
 - (b) **Agreement to Vote Against.** At any meeting of security holders of the Buyer or at any adjournment or postponement thereof or in any other circumstance upon which a vote, consent or other approval of all or some of the security holders of the Buyer is sought (including by written consent in lieu of a meeting), the

Securityholder shall cause its Consideration Shares to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Consideration Shares against: (i) any proposals that have not been approved or recommended by a resolution of a majority of the board of directors of the Buyer, including any dissident slate of directors, any shareholder proposal submitted without the recommendation of a majority of the board of directors of the Buyer, and any proposal put forth by one or more individual directors, officers, or shareholders acting without the approval of a majority of the board of directors of the Buyer; and (ii) any action, proposal, transaction or agreement that could reasonably be expected to (A) result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Securityholder under this Agreement, or (B) impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Management Proposals.

- (c) **Delivery of Proxy.** The Securityholder agrees that it will, on or before the fifth Business Day prior to any meeting of security holders of the Buyer: (i) with respect to any Consideration Shares that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the management information circular prepared and distributed by or on behalf of the management of the Buyer (and not any dissident, competing, or alternative circular or proxy materials) and with a copy to the Buyer concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Management Proposals; and (ii) with respect to any Consideration Shares that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Consideration Shares, with a copy to the Buyer concurrently, instructing that the Securityholder's Consideration Shares be voted in favour of the approval of the Management Proposals. Such proxy or proxies shall name those individuals as may be designated by the management of the Buyer in the management information circular (and shall not name any dissident proxy holder or any Person not designated by management of the Buyer) and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Buyer.
- (d) The Securityholder agrees that it will not make any statements against any other agreement or transaction involving the Buyer or its Affiliates or any aspect of them and will not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such transactions or any aspect thereof.
- (e) The Securityholder agrees that it will not do indirectly anything it may not do directly in respect of the restrictions on its rights with respect to the Securityholder's Consideration Shares pursuant to this Section 3.2(5), including, but not limited to, the granting of a proxy on the securities of any direct or indirect holding company of the Securityholder which would have, indirectly, the effect prohibited by this Section 3.2(5).
- (f) The Securityholder agrees that it will not take, or permit any Person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction

form deposited pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have.

- (g) The Securityholder agrees that it will, in response to any request from the Buyer, confirm whether the action in Section 3.2(5) above has been taken.
 - (h) For the avoidance of doubt, the voting support obligations of the Securityholder under this Section 3.2(5) shall apply only in respect of Consideration Shares (or Buyer Shares) actually held by or under the control or direction of the Securityholder at the applicable time, and shall not be construed as a blanket restriction on the Securityholder's ability to sell or otherwise dispose of Consideration Shares or Buyer Shares, subject to compliance with the Resale Restriction and applicable securities Laws.
- (6) The Securityholder shall not, and shall cause each of its Affiliates, associates, nominees, representatives, and any Person acting jointly or in concert with or at the direction of the Securityholder not to, take any action, directly or indirectly, that would have the effect of circumventing, avoiding, or rendering ineffective any of the restrictions or obligations set forth in this Section 3.2, including by acting through or in concert with any intermediary, special purpose vehicle, trust, nominee, or other arrangement. Any action taken by any such Person that would constitute a breach of this Section 3.2 if taken by the Securityholder directly shall be deemed a breach of this Agreement by the Securityholder.

ARTICLE 4 TERMINATION

4.1 Termination

- (1) This Agreement shall come into force and effect as of the date set out on the first page of this Agreement and, except as provided below, shall continue in full force and effect until the earlier of:
- (a) September 30, 2028;
 - (b) the date on which the Securityholder ceases to hold any Securityholder's Securities or Consideration Shares;
 - (c) the date on which this Agreement is terminated by the mutual written consent of the Securityholder and the Buyer;
 - (d) the termination of the Arrangement Agreement in accordance with its terms; or
 - (e) the dissolution or liquidation of the Buyer.
- (2) Notwithstanding the valid termination of this Agreement pursuant to Section 4.1(1):
- (a) any rights or obligations which have accrued or arisen under this Agreement prior to the effective time of such termination shall survive such termination unimpaired in accordance with the terms hereof; and

- (b) nothing in this ARTICLE 4 shall relieve either Party for any breach of this Agreement prior to termination.

ARTICLE 5 GENERAL

5.1 Co-operation/Further Assurances

The Buyer and the Securityholder will from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 Survival of Representations and Warranties

The representations and warranties of the Securityholder contained herein shall survive for a period of two years after the date of this Agreement. No investigations made by or on behalf of the Buyer or any of its representatives at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty or covenant made by the Securityholder in or pursuant to this Agreement.

5.3 Disclosure

Except as required by applicable Laws, the Securityholder shall not make any public announcement or statement with respect to this Agreement or the Arrangement Agreement without the prior written approval of the Buyer. If the Securityholder is required by applicable Laws to make such public announcement or statement, the Securityholder will use commercially reasonable efforts to provide reasonable notice of such announcement or statement to the Buyer, including the proposed text of such announcement or statement, and provide the Buyer with a reasonable opportunity to review and comment on the same, which comments shall be reasonably considered by the Securityholder.

5.4 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and the Buyer agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

5.5 Specific Performance and other Equitable Rights

Each of the Parties agrees that irreparable harm would occur for which monetary damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by the other Party in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each Party shall be entitled to an injunction or injunctions and other equitable relief to prevent breaches or threatened breaches of the provisions of this Agreement or to otherwise obtain specific performance of any such provisions, including, without limitation, mandatory injunctions compelling the Securityholder to (a) vote or cause to be voted all Consideration Shares in accordance with Section 3.2(5), (b) deliver proxies in accordance with this Agreement, (c) comply with the standstill restrictions in Section 3.2(1), and (d) comply with the Resale Restriction in Section 3.2(4), any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief hereby being waived, and the other Party hereto will not take any action, directly or indirectly, in opposition to the Party seeking relief on the grounds that any other remedy or relief is available at Law or in equity.

Without limiting the generality of the foregoing, the Securityholder irrevocably and unconditionally: (a) consents to the granting of interim and/or permanent injunctive relief, including mandatory orders, in favour of the Buyer to restrain or compel compliance with any of the Securityholder's obligations under Sections 3.2(1), 3.2(4) and 3.2(5) of this Agreement, without the need for the Buyer to prove actual damages or post any bond or other security; (b) agrees not to oppose, contest or raise any objection to, any application by the Buyer for injunctive relief or specific performance in respect of a breach or threatened breach of Sections 3.2(1), 3.2(4) or 3.2(5), on any grounds whatsoever, including the adequacy of monetary damages as a remedy; (c) acknowledges that the obligations under Sections 3.2(1), 3.2(4) and 3.2(5) are of a special, unique and extraordinary character and that a breach or threatened breach of any such obligation will cause irreparable injury to the Buyer for which monetary damages alone would not be an adequate remedy; and (d) waives any requirement for the Buyer to establish a balance of convenience or irreparable harm as a precondition to obtaining injunctive or other equitable relief in respect of any breach or threatened breach of Sections 3.2(1), 3.2(4) or 3.2(5). For the avoidance of doubt, the Buyer's right to obtain equitable relief (including injunctive relief, mandatory orders and specific performance) under this Section 5.5 shall not be subject to any cap or limitation on monetary damages set forth in Section 5.6 or elsewhere in this Agreement.

5.6 Expenses

Each of the Parties shall bear all costs and expenses incurred by it in connection with this Agreement. Notwithstanding the foregoing, the Securityholder agrees to indemnify and hold harmless, to the maximum extent permitted by Law in effect on the date hereof, or as such Laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, the Buyer, its directors and officers, employees, agents and representatives (collectively, the “**Indemnitees**”) against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including legal, accounting and other professional costs, fees and disbursements and any taxes thereon, with legal fees on a solicitor-and-own-client (full indemnity) basis) caused by, resulting from, arising out of, based upon or related to: any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Securityholder under this Agreement.

Notwithstanding anything to the contrary herein, the Securityholder's aggregate monetary liability for any breach of Sections 3.2(1), 3.2(4) or 3.2(5) of this Agreement (excluding, for certainty, equitable remedies) shall not exceed the higher of (i) the aggregate value of Consideration Shares (calculated based on the Consideration Share Price (as defined in the Arrangement Agreement)) issued to the Securityholder (and, where applicable, the Securityholder's Affiliates who are parties to a voting support and standstill agreement with the Buyer in respect of the same transactions) pursuant to the Arrangement, and (ii) the aggregate market value (calculated based on the volume weighted average trading price of the Buyer Shares on the Exchange for the ten (10) trading day period ending on the trading day immediately preceding the date of the breach) of all Buyer Shares held by or under the control or direction of the Securityholder and its Affiliates at the time of such breach (the “**Standstill Liability Cap**”). For the avoidance of doubt, the Standstill Liability Cap applies solely to monetary and compensatory damages (including actual damages, consequential damages, and all costs, fees and expenses, including legal fees on a complete indemnity basis) and shall not limit, restrict or otherwise affect the Buyer's right to obtain equitable relief (including injunctive relief, mandatory orders and specific performance) under Section 5.5 of this Agreement, which remedies shall remain fully available without any limitation whatsoever.

For all other breaches of this Agreement by the Securityholder, the Securityholder's aggregate liability hereunder shall not exceed (i) in the event the Effective Date has occurred, the aggregate value of consideration received by the Securityholder pursuant to the transactions contemplated by the Arrangement Agreement, or (ii) in the event the Effective Date has not occurred, the aggregate value of consideration the Securityholder would be entitled to receive pursuant to the transactions contemplated by

the Arrangement Agreement based on the Ten-Day VWAP of the Buyer Shares commencing the first full Business Day following the public announcement of the Arrangement Agreement.

5.7 Amendment and Waiver

Each Party hereto agrees and confirms that:

- (a) any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification, by the Securityholder and the Buyer or in the case of a waiver, by the Party against whom the waiver is to be effective; and
- (b) no failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

5.8 Entire Agreement

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

5.9 Notices

Any notice, consent, request, claim, demand, waiver, direction or other communication required or desired to be given under this Agreement by a Party (a “**notice**”) shall be in writing and may be given by facsimile or email transmission, to the extent the coordinates for such transmission are provided below, or by courier addressed to the Party to which the notice is to be given at its address for service as provided below. Any notice shall, if couriered, be deemed to have been given and received on the date on which it was couriered to the address as provided below; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day, and if sent by facsimile or email transmission, be deemed to have been given and received on the day of receipt; provided that if such day is not a Business Day it will be deemed to have been given and received on the next day that is a Business Day and provided that if the notice is actually received after 4:30 p.m. in the place of receipt on a Business Day it will be deemed to have been given and received on the next Business Day.

- (1) If to the Buyer, at the address set forth in the Arrangement Agreement.
- (2) If to the Securityholder, at the address set forth on the signature page hereto.

5.10 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and

- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

5.11 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that neither Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party hereto, except that the Buyer may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an Affiliate without reducing its own obligations hereunder without the consent of the Securityholder.

5.12 Independent Legal Advice

The Securityholder acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Securityholder further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

5.13 Non-Public Information

The Securityholder acknowledges and agrees that this Agreement and all information related to the transactions contemplated by the Arrangement Agreement contain material non-public information and that Canadian securities Laws impose restrictions on the Securityholder trading any securities of the Buyer and on informing others of such material non-public information until such information is announced by the Buyer by way of press release or is otherwise generally disclosed to the public. The Securityholder should seek advice of legal counsel before doing any of the foregoing.

5.14 Electronic Delivery and Counterparts

This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

This Agreement has been agreed and accepted as of the date first written above.

RED LIGHT HOLLAND CORP.

By: /s Todd Shapiro
Name: Todd Shapiro
Title: Chief Executive Officer

[Securityholder Signature Page Follows]

**If a corporation, trust, partnership
or other entity:**

Negev Capital Fund One LP

Name of Entity

“Signed”

Signature of Person Signing

[Redacted]

Name and Title of Person Signing

If an individual:

Signature

Name of Individual

[Redacted]

Address

[Redacted]

E-mail

Schedule A – Securityholder’s Securities

Company Shares

Number of Company Shares: 51,235,553.00

Company Options

Number of Company Options: N/A

Company RSUs

Number of Company RSUs: N/A

Company Warrants

Number of Company Warrants: **17,812,500**

Company Debentures

Principal Amount of Company Debentures: **\$356,250**

Accrued Interest: **\$55,970.78 (accrued interest + 5% change of control premium as of estimated Effective Time (April 29, 2026)).**

Existing Company Loans

Principal Amount of Existing Company Loans: N/A

Accrued Interest: N/A