FORM 8-K

Current report filing

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 8, 2025**

WELLGISTICS HEALTH, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-42530**	**93-3264234**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

3000 Bayport Drive
Suite 950
Tampa, FL 33607
(Address of principal executive officers) (Zip Code)

(844) 203-6092
(Registrant's telephone number, including area code)

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e- 4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $.0001 per share	**WGRX**	**The Nasdaq Stock Market LLC (Nasdaq Capital Market)**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Merger Agreement

On April 8, 2025, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") by and among Wellgistics Health, Inc., Wellpeek Merger Sub 1, Inc. ("Merger Sub 1"), Wellpeek Merger Sub 2, LLC ("Merger Sub 2" and together with Merger Sub 1, the "Merger Subs"), Peek Healthcare Technologies, Inc. ("Peek"), and the Stockholder Representative (as defined in the Merger Agreement). Pursuant to the Merger Agreement, at the Effective Time (as defined in the Merger Agreement), Merger Sub 1 will merge with and into Peek (the "First Merger"), with Peek continuing as the surviving entity and a wholly owned subsidiary of the Company. Immediately thereafter, Peek will merge with and into Merger Sub 2 (the "Second Merger" and, together with the First Merger, the "Mergers"), with Merger Sub 2 continuing as the surviving entity. The Mergers, taken together, are intended to constitute an integrated plan and be treated as a "reorganization" for U.S. federal income tax purposes. The board of directors and officers of Merger Sub 2 existing as of the Effective Time will serve as the board of directors and officers of Merger Sub 2, as the ultimate surviving entity.

Peek is a pioneering digital prescription platform that seeks to transform how patients shop for medications by providing real-time pricing transparency to assist consumers with making more informed medication purchase decisions. Peek's mission is to empower individuals with price transparency, innovative comparison tools, and seamless access to affordable prescriptions nationwide. Lumina Marketing, LLC, a Florida limited liability company ("Lumina Marketing"), and Lumina Therapeutics, LLC, a Delaware limited liability company ("Lumina Therapeutics" and, together with Lumina Marketing, the "Lumina Entities") are affiliates of Peek and provide a range of consulting services to brand-name and specialty-lite drug manufacturers in the areas of market access, branding, and commercialization.

As a condition to and prior to the closing of the Mergers, Peek will acquire all of the assets of each of the Lumina Entities in exchange for newly issued shares of Class A Common Stock of Peek (the "Lumina Contribution Shares"). Following closing of the transactions contemplated by the Merger Agreement, the legacy Peek and Lumina Entity businesses will operate under a single, wholly-owned subsidiary of the Company.

At the effective time of the First Merger (the "First Effective Time"), the Lumina Contribution Shares that are issued and outstanding immediately prior to the First Effective Time will be converted into the right to receive Closing Merger Consideration as follows:

- A cash payment by the Company equal to $2,000,000, *minus* (i) the amount of Closing Indebtedness (as defined in the Merger Agreement), *minus* (ii) the amount of any unpaid Transaction Expenses (as defined in the Merger Agreement), *plus* (iii) the amount by which the Estimated Working Capital (as defined in the Merger Agreement) exceeds $150,000, or *minus* (iv) the amount by which the $150,000 exceeds the Estimated Working Capital; and
- An unsecured promissory note made by the Company (the "Note") in the principal amount of $6,000,000 bearing interest at the rate of 4.5%, compounding annually, and maturing on the third anniversary of the date such note is made.

Also at the First Effective Time, all shares of Class A Common Stock of Peek (other than the Lumina Contribution Shares) and all shares of Class B Common Stock of Peek (collectively, the "Specified Shares") that are issued and outstanding immediately prior to the First Effective Time will be converted into the right to receive 1,777,778 shares of Company common stock (the "Stock Consideration") in Closing Merger Consideration as follows:

- 507,615 shares of Company common stock (the "Guaranteed Stock Consideration"); and
- 1,270,163 shares of Company common stock (the "Earn-Out Shares"), which shall be subject to forfeiture based on the Surviving Company's ability to achieve the target aggregate revenue amount of $8,800,000 during the period commencing on the Closing Date and ending on December 31, 2027.

In order to preserve the intended U.S. federal income tax treatment of the Mergers, it is possible that all or a portion of the final payment under the Note may be made in the form of additional shares of Company common stock, depending on whether and the extent to which any Earn-Out Shares issued at the First Effective Time are forfeited pursuant to the terms of the Merger Agreement.

The consideration to be paid by the Company will be appropriately adjusted for any reclassification, recapitalization, stock split (including a reverse stock split), or combination, exchange, readjustment of shares, or similar transaction, or any stock dividend or distribution paid in stock.

Peek stockholders who have not voted in favor of adopting the Merger Agreement and who perfect their appraisal rights under the Delaware General Corporation Law (the "DGCL") are entitled to the rights granted by Section 262 of the DGCL in lieu of receiving the consideration described above.

Pursuant to the Merger Agreement, the Company's Board resolved to recommend that the Company's stockholders vote in favor of approval of the issuance of shares of the Company under the Merger Agreement. In this regard, the Company agreed to take all action reasonably necessary to obtain such approval as soon as reasonably practicable following execution of the Merger Agreement and receipt of a disclosure letter containing any limitations or qualifications to the representations and warranties made by Peek under the Merger Agreement. Peek is required to deliver the disclosure letter to the Company no later than April 22, 2025.

The Merger Agreement contains a number of representations, warranties, and covenants made by each of the Company, the Merger Subs, and Peek as of the date of the Merger Agreement or other specified dates. Certain representations and warranties are qualified by materiality and/or information provided in a disclosure letter delivered pursuant to the Merger Agreement.

The representations and warranties of the parties contained in the Merger Agreement generally survive until the eighteen (18) month anniversary of the closing date. However, certain representations and warranties made by Peek, including those with respect to Peek's organization, standing, and power, capital structure, authority and brokers' and finders' fees (each, a "Fundamental Representation") survive until the expiration of the applicable statute of limitations period plus sixty (60) days.

Except for losses arising out of any inaccuracy in or breach of a Fundamental Representation or a breach by Peek of a covenant, the Company shall be indemnified by Peek's stockholders to the extent that the aggregate amount of the Company's losses exceeds $80,000, provided that Peek's stockholders are not responsible for making indemnification payments for such losses in an amount exceeding $800,000, except for losses by the Company resulting from fraud, intentional misrepresentation, or intentional misconduct. Peek's stockholders shall indemnify the Company for an amount up to $8,000,000 for losses experienced by the Company arising out of any inaccuracy in or breach of a Fundamental Representation or a breach by Peek of a covenant. Except for losses by Peek stockholders resulting from fraud, intentional misrepresentation or intentional misconduct, Peek shall be indemnified by the Company for losses in an amount up to $800,000.

The Merger Agreement contains customary conditions to closing, including the following mutual conditions of the parties: (i) the Merger Agreement having been duly adopted by the vote of a majority of Peek's stockholders; (ii) the Company having received the necessary approvals from its stockholders for the transactions contemplated by the Merger Agreement; (iii) the Company having received approval for the listing of additional shares of common stock on the Nasdaq Stock Market LLC for any shares of the Company's common stock issuable under the Merger Agreement; (iv) no governmental entity having jurisdiction over any party to the Merger Agreement having enacted, issued, promulgated, enforced, or entered any laws or orders, that make illegal, enjoin, or otherwise prohibit consummation of the transactions contemplated by the Merger Agreement; and (v) all consents, approvals and other authorizations of any governmental entity required to consummate the transactions contemplated by the Merger Agreement having been obtained.

The Company and Peek may terminate the Merger Agreement at any time prior to closing by mutual consent or to the extent that the transactions contemplated by the Merger Agreement are prohibited by law or a governmental authority has issued a final and non-appealable order restraining or enjoining the transactions contemplated by the Merger Agreement.

Each of the Company and Peek unilaterally may terminate the Merger Agreement if (i) such party is not in material breach of the Merger Agreement and the other party is in material breach of the Merger Agreement and such breach cannot be cured by September 30, 2025, or (ii) the conditions to closing have not been fulfilled by September 30, 2025, except to the extent that such conditions have not been fulfilled due to the failure of such party to perform or comply with any of the covenants, agreements or conditions to be performed or complied with by such party prior to closing.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Promissory Note

On April 7, 2025, the Company issued a promissory note (the "Note") to a related party, Sansur Associates, LLC (the "Lender") in the principal amount of $500,000. Suren Ajjarapu, the Chairman of the Company's board of directors, beneficially owns Sansur Associates, LLC. The Note bears interest at a rate equal to ten percent (10%) per annum, is unsecured, and matures on October 4, 2025. The Company may prepay any portion of the outstanding principal at any time without penalty.

The Note includes customary representations, warranties and covenants and sets forth certain events of default after which the outstanding principal may be declared immediately due and payable, including certain types of bankruptcy or insolvency events of default involving the Company.

The foregoing description of the Note does not purport to be complete and is qualified in its entirety by reference to the Note, a copy of the form of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Equity Purchase Agreement and Registration Rights Agreement

On April 9, 2025, the Company entered into an equity purchase agreement (the "ELOC Purchase Agreement") with Hudson Global Ventures, LLC (the "Investor"), pursuant to which the Company has the right, but not the obligation, to direct the Investor to purchase up to $50,000,000 in shares of the Company's common stock (the "ELOC Shares") upon satisfaction of certain terms and conditions contained in the ELOC Purchase Agreement. Sales of the ELOC Shares, if any, are subject to certain limitations, and may occur from time to time at the Company's sole discretion over the approximately 24-month period commencing on the date of execution of the ELOC Purchase Agreement, unless the ELOC Purchase Agreement is earlier terminated pursuant to its terms.

The Investor has no right to require any sales by the Company, but is obligated to make purchases at the Company's direction subject to certain conditions. Each purchase must involve an aggregate amount of shares of the Company's common stock of at least $25,000 but not exceeding the lesser of (i) $3,000,000 or (ii) 200% of the average daily trading volume of the common stock during the three trading days immediately before the date the Company directs the Investor to purchase the shares of common stock (the "Put Notice Date")

The purchase price to be paid by the Investor for the ELOC Shares will be the lesser of (i) ninety percent (90%) of the closing price of the Company's common stock on the day immediately preceding the Put Notice Date and (ii) ninety percent (90%) of the average closing price of the Company's common stock during the three trading days immediately after the Put Notice Date. There is no upper limit on the price per share that the Investor could be obligated to pay for the ELOC Shares.

Actual sales of ELOC Shares to the Investor from time to time will depend on a variety of factors, including, without limitation, market conditions, the trading price of the Company's common stock and determinations by the Company as to the appropriate sources of funding for the Company and its operations. The net proceeds that the Company may receive under the ELOC Purchase Agreement, if any, cannot be determined at this time, since the amount will depend on the frequency and prices at which the Company sells ELOC Shares to the Investor, the Company's ability to meet the conditions of the ELOC Purchase Agreement, the other limitations, terms and conditions of the ELOC Purchase Agreement, and any impacts of the Beneficial Ownership Limitation (described below).

As consideration for the Investor's execution and delivery of the ELOC Purchase Agreement, the Company issued to the Investor 152,000 shares of common stock as a commitment fee and paid $15,000.00 to the Investor's legal counsel for the Investor's expenses relating to the preparation of the ELOC Purchase Agreement.

The ELOC Purchase Agreement contains customary representations, warranties, conditions and indemnification obligations of the parties.

The Company must obtain stockholder approval to issue an aggregate number of shares of common stock to the Investor, under the ELOC Purchase Agreement, in excess of 19.99% of the number of shares of Common Stock outstanding immediately prior to the execution of the ELOC Purchase Agreement.

In connection with the ELOC Purchase Agreement, the Company also entered a registration rights agreement with the Investor on April 9, 2025 (the "Registration Rights Agreement"). Under the Registration Rights Agreement, the Company is obligated to file with the SEC a registration statement for the resale by the Investor of a specified number of shares of the Company's common stock issuable according to the ELOC Purchase Agreement. The Company agreed to file such registration statement within forty-five (45) days of the execution of the ELOC Purchase Agreement, and to file one or more additional registration statements if necessary.

Unless earlier terminated as provided in the ELOC Purchase Agreement, the ELOC Purchase Agreement will terminate automatically on the earliest to occur of: (i) twenty-four (24) months after the execution of the ELOC Purchase Agreement, (ii) the date on which the Investor shall have purchased the maximum amount of ELOC Shares issuable under the ELOC Purchase Agreement, or (iii) the effective date of any written notice of termination delivered pursuant to the terms of the ELOC Purchase Agreement.

Pursuant to the ELOC Purchase Agreement, as long as the ELOC Purchase Agreement is effective, the Company agreed not, without the prior written consent of the Investor, to enter into an agreement whereby the Company has the right to "put" its securities to an investor or underwriter over an agreed period of time and at an agreed price or price formula. Additionally, the Company agreed, without the prior written consent of the Investor, not to (i) issue or sell any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of common stock (a) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of common stock at any time after the initial issuance of such debt or equity securities or (b) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the common stock or (ii) issues securities at a future determined price (a "**Variable Rate Transaction**"). Notwithstanding the foregoing, the Company may enter into Variable Rate Transaction in the event that the Company does not direct the Investor to purchase ELOC Shares within thirty (30) days of the date of the ELOC Purchase Agreement, if (i) the Company first provides a written first right of refusal to the Investor with respect to such Variable Rate Transaction along with a description of the terms of such transaction and (ii) the Investor does not agree to enter into such Variable Rate Transaction within five (5) trading days thereafter.

The foregoing descriptions of the ELOC Purchase Agreement and the Registration Rights Agreement do not purport to be complete and are qualified in its entirety by reference to the full text of such agreements, copies of which are attached hereto as Exhibits 10.2 and 10.3, respectively, and each of which is incorporated herein in its entirety by reference. The representations, warranties and covenants contained in such agreements were made only for purposes of such agreements and as of specific dates, were solely for the benefit of the parties to such agreements and may be subject to limitations agreed upon by the contracting parties.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 above of this Current Report on Form 8-K is incorporated by reference in this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 above of this Current Report on Form 8-K is incorporated by reference in this Item 3.02. The shares of the Company's common stock issued, and the shares to be issued, under the ELOC Agreement were, and will be, sold pursuant to an exemption from the registration requirements under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The shares of common stock have not been registered under the Securities Act and may not be offered or sold in the United States in the absence of an effective registration statement or exemption from the registration requirements.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 9, 2025, Sajid Sayed informed the Company's board of directors of his intent to resign as a director of the Company, effective immediately. Mr. Sayed's resignation is not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or procedures.

Also on April 10, 2025, the Board appointed Michael L. Peterson to fill the vacancy created as a result of Mr. Sayed's departure. Mr. Peterson qualifies as an independent director, as defined under the rules and regulations of the Nasdaq Stock Market, LLC, on which shares of the Company's common stock trade. In connection with this appointment, the board of directors designated Mr. Peterson as the

Chairman of the Board's Audit Committee. Mr. Peterson will also serve as a member of the Compensation Committee and Nominating and Corporate Governance Committee of the board of directors.

Item 7.01. Regulation FD Disclosure.

On April 10, 2025, the Company issued a press release announcing the execution of the Merger Agreement. The press release is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

The press release shall not be deemed "filed" for any purpose, including for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of such Section 18. The information in this Item 7.01, as well as Exhibit 99.1, shall not be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act regardless of any general incorporation language in such filing.

The press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. With the exception of historical matters, the matters discussed in the press releases include forward-looking statements within the meaning of applicable securities laws. Such forward-looking statements include, among others, statements regarding the Company's projects, potential financial performance, and growth opportunities. The words "believes," "expects," "intends," "plans," "anticipates," "hopes," "likely," "will," and similar expressions are intended to identify certain of these forward-looking statements. These statements are based on the Company's expectations and involve risks, uncertainties and other important factors that could cause the actual results performance or achievements of the Company (or entities in which the Company has interests), or industry results, to differ materially from future results, performance or achievements expressed or implied by such forward-looking statements. Certain factors that could cause the Company's actual future results to differ materially from those discussed are noted in connection with such statements, but other unanticipated factors could arise. Certain risks regarding the Company's forward-looking statements are discussed in the Company's filings with the Securities and Exchange Commission ("SEC"), including an extensive discussion of these risks in the Annual Report on Form 10-K filed by the Company with the SEC on . Readers are cautioned not to place undue reliance on these forward-looking statements which reflect management's view only as of the date of this Form 8-K. The Company undertakes no obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, conditions or circumstances.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1*	Agreement and Plan of Merger dated April 8, 2025, by and among Wellgistics Health, Inc., Wellpeek Merger Sub 1, Inc., Wellpeek Merger Sub 2, LLC, Peek Healthcare Technologies, Inc., and the Stockholder Representative
10.1	Promissory Note made by Wellgistics Health, Inc. dated April 4, 2025.
10.2	Equity Purchase Agreement by and between Wellgistics Health, Inc. and Hudson Global Ventures, LLC, dated April 9, 2025.
10.3	Registration Rights Agreement by and between Wellgistics Health, Inc. and Hudson Global Ventures, LLC, dated April 9, 2025.
99.1	Press Release by Wellgistics Health, Inc., dated April 10, 2025
104	Cover Page Interactive Data File (embedded with the Inline XBRL document).

* Exhibits and Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted exhibit and schedule to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Wellgistics Health, Inc.

Dated: April 11, 2025

By: */s/ Brian Norton*
Brian Norton
Chief Executive Officer

Exhibit 2.1

Execution Version

AGREEMENT AND PLAN OF MERGER

by and among

WELLGISTICS HEALTH, INC.

WELLPEEK MERGER SUB 1, INC.,

WELLPEEK MERGER SUB 2, LLC,

PEEK HEALTHCARE TECHNOLOGIES, INC.

and

STOCKHOLDER REPRESENTATIVE

Dated as of April 8, 2025

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of April 8, 2025, is entered into by and among WELLGISTICS HEALTH, INC., a Delaware corporation ("**Parent**"), WELLPEEK MERGER SUB 1, INC., a Delaware corporation and a wholly owned Subsidiary of Parent ("**Merger Sub Corp**"), WELLPEEK MERGER SUB 2, LLC, a Delaware limited liability company and a wholly owned Subsidiary of Parent ("**Merger Sub LLC**" and together with Merger Sub Corp, "**Merger Subs**"), PEEK HEALTHCARE TECHNOLOGIES, INC., a Delaware corporation (the "**Company**"), and MICHAEL NAVIN, an individual (solely in his capacity as representative, agent and attorney-in-fact of the Company Stockholders, the "**Stockholder Representative**"). Parent, the Merger Subs, the Company and Stockholder Representative are each referred to herein as a "**Party**" and, collectively, as the "**Parties**."

RECITALS

WHEREAS, prior to the Effective Time, the Company will acquire all of the assets (the "**Lumina Assets**") of each of Lumina Marketing, LLC, a Florida limited liability company ("**Lumina Marketing**"), and Lumina Therapeutics, LLC, a Delaware limited liability company ("**Lumina Therapeutics**" and, together with Lumina Marketing, the "**Lumina Entities**"), in exchange for newly issued shares of Class A Common Stock (the "**Lumina Contribution Shares**") pursuant to a Contribution and Exchange Agreement (the "**Contribution and Exchange Agreement**" and, such transaction, the "**Pre-Closing Contribution**");

WHEREAS, Merger Sub Corp and Merger Sub LLC are each newly formed, wholly owned Subsidiaries of Parent that were organized solely for the purpose of effectuating the transactions contemplated by this Agreement;

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law (the "**DGCL**") and the Delaware Limited Liability Company Act (the "**DLLCA**"), the Parties intend to enter into a transaction whereby (i) Merger Sub Corp will merge with and into the Company (the "**First Merger**"), with the Company surviving the First Merger as a wholly owned Subsidiary of Parent (the "**Interim Surviving Company**"), and (ii) immediately following the First Merger, the Interim Surviving Company shall be merged with and into Merger Sub LLC (the "**Second Merger**" and, together with the First Merger, the "**Mergers**"), with Merger Sub LLC surviving the Second Merger as a direct wholly owned Subsidiary of Parent (the "**Surviving Company**");

WHEREAS, the Board of Directors of the Company (the "**Company Board**") has unanimously: (i) determined that it is in the best interests of the Company and the Company Stockholders to enter into this Agreement providing for the Mergers, (ii) approved the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Mergers, (iii) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption of this Agreement by the stockholders of the Company, and (iv) directed that this Agreement be submitted to the Company Stockholders for adoption;

WHEREAS, the board of directors of Parent (the "**Parent Board**") has (i) determined that this Agreement and the transactions contemplated hereby, including the Merger, are fair to, and in the best interests of, Parent and its shareholders, (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, and (iii) resolved to recommend adoption of this Agreement by the shareholders of Parent;

WHEREAS, the board of directors of Merger Sub Corp (the "**Merger Sub Corp Board**") has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the First Merger, are fair to and in the best interests of Merger Sub Corp and its sole stockholder and (ii) approved and declared advisable this Agreement and the transactions contemplated hereby, including the First Merger;

WHEREAS, the management board of Merger Sub LLC (the "**Merger Sub LLC Board**") has unanimously (i) determined that this Agreement and the transactions contemplated hereby, including the Second Merger, are fair to and in the best interests of Merger Sub LLC and its sole member and (b) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Second Merger; and

WHEREAS, for U.S. federal income tax purposes, the Parties intend that the First Merger and the Second Merger, taken together, will constitute an integrated plan described in Rev. Rul. 2001-46, 2001-2 C.B. 321, and qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and that this Agreement shall constitute, and is hereby adopted as, a "plan of reorganization" within the meaning of Section 368(a) of the Code and Treasury Regulations Sections 1.368-2(g) and 1.368-3.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, and agreements contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

Section 1.01 Definitions. For purposes of this Agreement, the following terms will have the following meanings when used herein with initial capital letters:

"**Acceleration Trigger Event**" has the meaning set forth in Section 2.16(f).

"**Accounting Principles**" means (a) the specific terms and definitions in this Agreement and the specific policies, terms and matters set forth on Schedule 1.01, (b) to the extent not inconsistent with the foregoing clause (a), the accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies of the Company that were used in the preparation of the Financial Statements for the year ended December 31, 2024, and (c) to the extent not addressed in the foregoing clauses (a) or (b), GAAP in effect as of the Closing Date.

"**Actual Merger Consideration**" means the sum of (a) the Guaranteed Stock Consideration, *plus* (b) the Earn-Out Shares, *plus* (c) Closing Cash Consideration, *plus* (d) the Note Consideration, *minus* (f) the value, determined based on the Signing Stock Price, of any Parent Shares forfeited pursuant to a Forfeiture.

"**Actual Stock Consideration Value**" means, at the time of such determination, an amount equal to the product of (a) the aggregate number of Parent Shares then held by Company Stockholders, *multiplied by* (b) the Signing Stock Price.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such first Person. For the purposes of this definition, "control" (including, the terms "controlling," "controlled by," and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by Contract, or otherwise.

"**Affordable Care Act**" means the Patient Protection and Affordable Care Act (PPACA), as amended by the Health Care and Education Reconciliation Act (HCERA).

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

"**Ancillary Documents**" means (a) the Lock-Up Letters, (b) the Note, (c) the Letters of Transmittal, (d) the Written Consent, (e) the Employment Agreement, (f) the Restrictive Covenant Agreement and (g) each other agreement, instrument or document entered into or required to be delivered in connection with the transactions contemplated hereby and thereby.

"**Antitrust Laws**" means the Sherman Act of 1890, as amended; the Clayton Act of 1914, as amended; the Federal Trade Commission Act of 1914, as amended; the HSR Act, and all other federal, state, foreign or supranational Laws or Orders in effect from time to time that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"**Annual Revenue**" means the revenue achieved by the Surviving Company, as reasonably determined by the Parent Board, during the applicable Earn-Out Year.

"**BTT**" has the meaning set forth in Section 10.12.

"**Business Day**" means any day, other than Saturday, Sunday, or any day on which the SEC or banking institutions located in New York, New York are authorized or required by Law or other governmental action to close.

"**Cancelled Shares**" has the meaning set forth in Section 2.08(a).

"**Cap**" has the meaning set forth in Section 8.04(a).

"**Cash**" means cash and cash equivalents calculated in accordance with the Accounting Principles.

"**Cash Consideration**" has the meaning set forth in the definition of "Closing Cash Consideration."

"**Change of Control**" means any transaction or series of transactions (whether by merger, consolidation, reorganization, combination, sale or transfer of Parent's equity securities, securityholder or voting agreement, proxy, power of attorney or otherwise) pursuant to which any Person (or group of related Persons in the aggregate), directly or indirectly, acquires: (a) beneficial ownership of

(i) more than fifty percent (50%) of the total voting stock power of Parent or (ii) the voting power to elect members of the Parent Board who, in the aggregate, control a majority of the votes of the Parent Board, or (b) all or substantially all of the assets of Parent.

"**Charter Documents**" means (a) with respect to a corporation, the charter, articles or certificate of incorporation, as applicable, and bylaws thereof, (b) with respect to a limited liability company, the certificate of formation or organization, as applicable, and the operating or limited liability company agreement, as applicable, thereof, (c) with respect to a partnership, the certificate of formation and the partnership agreement, and (d) with respect to any other Person the organizational, constituent and/or governing documents and/or instruments of such Person.

"**Class A Common Stock**" means the Class A Common Stock of the Company, par value $0.0001 per share.

"**Class A Shares**" means, collectively, the shares of Class A Common Stock.

"**Class A Stockholder**" means the holder of Class A Shares.

"**Class B Common Stock**" means the Class B Common Stock of the Company, par value $0.0001 per share.

"**Class B Shares**" means, collectively, the shares of Class B Common Stock.

"**Closing**" has the meaning set forth in Section 2.02.

"**Closing Cash Consideration**" means an amount equal to the sum of (a) $2,000,000 in Cash (the "**Cash Consideration**"), *minus* (b) the amount of Closing Indebtedness, *minus* (c) the amount of any unpaid Transaction Expenses, *plus* (d) the amount by which the Estimated Working Capital exceeds the Target Working Capital, or *minus* (e) the amount by which the Target Working Capital exceeds the Estimated Working Capital.

"**Closing Certificate**" means a certificate executed an authorized officer of the Company certifying on behalf of the Company, as of the Closing Date (a) an itemized list of all outstanding Closing Indebtedness and the Person to whom such outstanding Closing Indebtedness is owed and an aggregate total of such outstanding Closing Indebtedness, (b) the amount of Transaction Expenses remaining unpaid as of the Closing (including an itemized list of each such unpaid Transaction Expense with a description of the nature of such expense and the Person to whom such expense is owed), (c) the Estimated Working Capital Statement prepared in all material respects in accordance with the Accounting Principles, and (d) the Consideration Spreadsheet.

"**Closing Date**" has the meaning set forth in Section 2.02.

"**Closing Indebtedness**" means, subject to the limitations set forth in the definition of "Indebtedness," the aggregate amount of any Indebtedness of the Company as of the Closing (other than, and without duplication of, Payoff Indebtedness and amounts included in Current Liabilities that are taken into account in the calculation of the Closing Working Capital).

"**Closing Merger Consideration**" means the sum of (a) the Guaranteed Stock Consideration, *plus* (b) the Earn-Out Shares, *plus* (c) Closing Cash Consideration, *plus* (d) the Note Consideration.

"**Closing Working Capital**" means the (a) Current Assets of the Company *minus* (b) the Current Liabilities of the Company, as of immediately prior to the Effective Time, as determined in good faith by the Company consistent with past practice.

"**Closing Working Capital Statement**" has the meaning set forth in Section 2.14(b).

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Section 4980B of the Code and Section 601 *et. seq.* of ERISA.

"**Code**" has the meaning set forth in the Recitals.

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

"**Company Balance Sheet**" has the meaning set forth in Section 3.04(b).

"**Company Board**" has the meaning set forth in the Recitals.

"**Company Board Recommendation**" has the meaning set forth in Section 3.03(d).

"**Company Common Stock**" means the Class A Common Stock and the Class B Common Stock, collectively.

"**Company Continuing Employees**" has the meaning set forth in Section 5.07(a).

"**Company Disclosure Letter**" means the disclosure letter delivered by the Company to Parent no later than ten (10) Business Days following the date of this Agreement.

"**Company Employee**" has the meaning set forth in Section 3.11(a).

"**Company Employee Plans**" has the meaning set forth in Section 3.11(a).

"**Company Entity**" means, collectively, the Company and each Lumina Entity.

"**Company Equity Award**" means a Company Stock Option or a Company Restricted Share granted under one of the Company Stock Plans, as the case may be.

"**Company ERISA Affiliate**" means all employers, trades, or businesses (whether or not incorporated) that would be treated together with the Company or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code.

"**Company Financial Advisor**" has the meaning set forth in Section 3.10.

"**Company IP**" has the meaning set forth in Section 3.07(b).

"**Company IP Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions, and other Contracts, whether written or oral, relating to Intellectual Property and to which the Company is a party, beneficiary, or otherwise bound.

"**Company IT Systems**" means all software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) by any Company Entity.

"**Company-Owned IP**" means all Intellectual Property owned by the Company Entities.

"**Company Preferred Stock**" has the meaning set forth in Section 3.02(a).

"**Company Stockholder**" means a holder of Company Common Stock.

"**Company Stockholders Meeting**" means the special meeting of the stockholders of the Company to be held to consider the adoption of this Agreement.

"**Consent**" has the meaning set forth in Section 3.03(c).

"**Contracts**" means any contracts, agreements, licenses, notes, bonds, mortgages, indentures, leases, or other binding instruments or binding commitments, whether written or oral.

"**Contribution and Exchange Agreement**" has the meaning set forth in the Recitals.

"**Current Assets**" means, on a consolidated basis, accounts receivable, inventory, prepaid expenses and other current assets of the Company, but excluding (a) cash (including restricted cash), (b) the portion of any prepaid expense of which the Company will not receive the benefit following the Closing, (c) Tax assets and deferred Tax assets, (d) the current portion of any intercompany receivables, and (e) the current portion of any lease assets and rights of use, each determined in accordance with the Accounting Principles..

"**Current Liabilities**" means, on a consolidated basis, accounts payable, accrued expenses (excluding accrued expenses in the Ordinary Course of Business) and other current liabilities of the Company, but excluding (a) Tax liabilities and deferred Tax liabilities, (b) the current portion of any lease liabilities, (c) the current portion of any intercompany payables, (d) Transaction Expenses, and (e) the current portion of any other Indebtedness of the Company, each determined in accordance with the Accounting Principles.

"**Deductible**" has the meaning set forth in Section 8.04(a).

"**DGCL**" has the meaning set forth in the Recitals.

"**Direct Claim**" has the meaning set forth in Section 8.05(c).

"**Disputed Amounts**" has the meaning set forth in Section 2.14(d)(i).

"**Dissenting Shares**" has the meaning set forth in Section 2.09.

"**Dissenting Shareholder**" has the meaning set forth in Section 2.09.

"**DLLCA**" has the meaning set forth in the Recitals.

"**D&O Indemnified Party**" has the meaning set forth in Section 5.08(a).

"**Earn-Out Percentage**" means, for the applicable Earn-Out Year, a fraction, expressed as a percentage, (a) the numerator of which is the Annual Revenue achieved by the Surviving Company during such Earn-Out Year, and (b) the denominator of which is the Target Revenue Amount *minus* the aggregate Annual Revenue achieved by the Surviving Company during any previous Earn-Out Years.

"**Earn-Out Period**" means the period commencing at the Effective Time and ending on the earlier of (a) the date on which the Surviving Company achieves the Target Revenue Amount and (b) December 31, 2027.

"**Earn-Out Shares**" means 1,270,163 Parent Shares, as set forth in the Consideration Spreadsheet, which Parent Shares shall be subject to Release and Forfeiture under Section 2.16.

"**Earn-Out Statement**" shall have the meaning set forth in Section 2.16(b).

"**Earn-Out Year**" means (a) for calendar year 2025, the period commencing at the Closing Date and ending on December 31, 2025, and (b) for calendar years 2026 and 2027, the calendar years ended December 31, 2026 and December 31, 2027, respectively, unless the Earnout Period is earlier terminated.

"**EDGAR**" has the meaning set forth in Section 4.04(a).

"**Employment Agreement**" has the meaning set forth in Section 2.03(a)(vii).

"**Encumbrance**" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, assignment, option, preemptive purchase right, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

"**Environmental Laws**" means any applicable Law, and any Order or binding agreement with any Governmental Entity: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence

of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 *et seq.*; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 *et seq.*; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 *et seq.*

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Estimated Working Capital**" has the meaning set forth in Section 2.14(a)

"**Effective Time**" has the meaning set forth in Section 2.04(a).

"**Estimated Working Capital Statement**" has the meaning set forth in Section 2.14(a).

"**Exchange Act**" has the meaning set forth in Section 4.03(c).

"**Exchange Agent**" has the meaning set forth in Section 2.10(a).

"**Exchange Fund**" has the meaning set forth in Section 2.10(a).

"**Financial Statements**" has the meaning set forth in Section 3.04(a).

"**Final Working Capital**" has the meaning set forth in Section 2.14(b).

"**First Certificate of Merger**" has the meaning set forth in Section 2.04(a).

"**First Merger"** has the meaning set forth in the Recitals.

"**Forfeiture**" has the meaning set forth in Section 2.16(e).

"**Former Shareholders**" has the meaning set forth in Section 10.12.

"**GAAP**" means the generally accepted accounting standards in the United States.

"**Governmental Entity**" has the meaning set forth in Section 3.03(c).

"**Guaranteed Stock Consideration**" means 507,615 Parent Shares, representing $2,000,000 of Parent Shares at the Signing Stock Price, as set forth in the Consideration Spreadsheet, which Parent Shares will not be subject to Release or Forfeiture under Section 2.16.

"**Hazardous Substance**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, or gas, in each case, whether naturally occurring or man-made, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, mold, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"**HSR Act**" has the meaning set forth in Section 4.03(c).

"**Indebtedness**" means, without duplication for any obligations which are already reflected in the Transaction Expenses or Current Liabilities, with respect to any Person (without duplication), (a) all obligations of such Person for borrowed money, including without limitation all obligations for principal and interest, and for prepayment and other penalties, fees, costs and charges of whatsoever nature with respect thereto, (b) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, (c) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable to suppliers and similar accrued liabilities incurred in the Ordinary Course of Business and paid in a manner consistent with industry practice and other than any such obligations for services to be rendered in the future), (d) except for purposes of the determination of Closing Indebtedness or Closing Merger Consideration, all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or security interest on property owned or acquired by such Person whether or not the obligations secured thereby have been assumed, (e) except for purposes of the determination of Closing Indebtedness or Closing Merger Consideration and Section 9.02(g), all capitalized lease obligations of such Person, and any obligations under leases that would be required to be capitalized under GAAP, (f) all obligations (including but not limited to reimbursement obligations) relating to the issuance of letters of credit for the account of such Person (but, for purposes of the determination of Closing Indebtedness or Closing Merger Consideration, only to the extent drawn), (g) except as included in the Assumed Indebtedness, all obligations arising out of interest rate and currency swap agreements, cap, floor and collar agreements, interest rate insurance, currency spot and forward contracts and other agreements or arrangements designed to provide protection against fluctuations in interest or currency exchange rates, (h) any off balance sheet financing (but excluding all leases that would be recorded under GAAP as operating leases), (i) any earnout or other such similar contingent payment liabilities (but, for purposes of the determination of Closing Indebtedness or Closing Merger Consideration, only to the extent no longer contingent or to the extent then due and payable), (j) any liabilities or obligations to current or former holders of equity securities in respect of dividends or other distributions, and (k) obligations in the nature of guarantees of obligations of the type described in clauses (a) through (j) above of any other Person (but, for purposes of the determination of Closing Indebtedness or Closing Merger Consideration, only to the extent any such guarantee has been drawn or funded).

"**Indemnified Party**" has the meaning set forth in Section 8.05.

"**Indemnifying Party**" has the meaning set forth in Section 8.05.

"**Independent Accountant**" has the meaning set forth in Section 2.14(d)(i).

"**Intellectual Property**" means any and all of the following arising pursuant to the Laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, and similar indicia of source or origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights and all registrations and applications for registration thereof; (c) trade secrets and know-how; (d) patents and patent applications; (e) internet domain name registrations; and (f) other intellectual property and related proprietary rights.

"**Intended Tax Treatment**" has the meaning set forth in Section 6.02.

"**Interim Surviving Company**" has the meaning set forth in Section 2.01.

"**Interim Surviving Company Common Stock**" has the meaning set forth in Section 2.08(e).

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge**" means: (a) with respect to the Company, the actual knowledge of Michael Navin after reasonable inquiry, and (b) with respect to Parent, the actual knowledge of each of Brian Norton and Tony Madsen, in each case, after reasonable inquiry.

"**Laws**" means any federal, state, local, municipal, foreign, multi-national or other laws, common law, statutes, constitutions, ordinances, rules, regulations, codes, Orders, or legally enforceable requirements enacted, issued, adopted, promulgated, enforced, ordered, or applied by any Governmental Entity.

"**Legal Action**" means any legal, administrative, arbitral, or other proceedings, suits, actions, investigations, examinations, claims, audits, hearings, charges, complaints, indictments, litigations, or similar legal proceedings conducted or heard by or before any Governmental Entity, arbitrator, mediator, or other tribunal.

"**Letter of Transmittal**" has the meaning set forth in Section 2.10(c).

"**Liability**" means any liability, indebtedness, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise and whether or not required to be recorded or reflected on a balance sheet under GAAP.

"**Liens**" means, with respect to any property or asset, all pledges, liens, mortgages, charges, encumbrances, hypothecations, options, rights of first refusal, rights of first offer, and security interests of any kind or nature whatsoever.

"**Lock-Up Letter**" has the meaning set forth in Section 2.03(a)(xiii).

"**Lumina Assets**" has the meaning set forth in the Recitals.

"**Lumina Contribution Shares**" has the meaning set forth in the Recitals.

"**Lumina Entities**" has the meaning set forth in the Recitals.

"**Lumina Marketing**" has the meaning set forth in the Recitals.

"**Lumina Therapeutics**" has the meaning set forth in the Recitals.

"Major Clients" has the meaning set forth in Section 3.15.

"**Material Adverse Effect**" means any effect, event, development, occurrence, fact, condition or change that has a material adverse effect, individually or in the aggregate, (a) on the business, results of operations, financial condition, Liabilities or assets of the Company, taken as a whole, or (b) on the ability of the Company to perform its obligations under this Agreement or to consummate the Merger, or on the consummation of (whether by prevention or material delay) the Merger and the other transactions contemplated hereby; provided, however, that "Material Adverse Effect" shall not include any effect, event, development, occurrence, fact, condition or change, directly arising out of or attributable to: (a) changes in general business, economic or political conditions; (b) changes in conditions generally affecting the industries in which the Company operates; (c) any changes in financial or securities markets in general; (d) any national or international political, regulatory or social conditions, including acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, pandemics, epidemics or states of emergency, whether declared or undeclared; (e) any "act of God," including, but not limited to, weather, natural disasters and earthquakes; (f) any changes in applicable Laws or accounting rules, including GAAP; (g) any action required or permitted by this Agreement; (h) the public announcement or pendency of the transactions contemplated by this Agreement; or (i) any failure (in and of itself) by the Company to meet, with respect to any period or periods, any projections or forecasts, estimates of earnings or revenues or business plan (provided, that any effect, event, development, occurrence, fact, condition or change giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been a Material Adverse Effect)); provided further, however, that any event, occurrence, fact, condition or change referred to in clauses (a) through (f) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Company compared to other participants in the industries in which the Company conducts its businesses.

"**Material Contract**" has the meaning set forth in Section 3.14(a).

"**Mergers**" has the meaning set forth in the Recitals.

"**Merger Sub Corp**" has the meaning set forth in the Preamble.

"**Merger Sub LLC**" has the meaning set forth in the Preamble.

"**Merger Subs**" has the meaning set forth in the Preamble.

"**Merger Sub Corp Board**" has the meaning set forth in the Recitals.

"**Merger Sub LLC Board**" has the meaning set forth in the Recitals.

"**Minimum Stock Consideration Value**" means an amount equal to $5,333,334.

"**Nasdaq**" has the meaning set forth in Section 2.08(e).

"**Note**" means that certain Unsecured Promissory Note, in a form mutually agreed upon by the Parties, dated as of the Closing Date, by and between Parent, as Maker (as defined therein) and Stockholder Representative (on behalf of the Class A Stockholder, as Holder (as defined therein), for the principal sum of $6,000,000 (the "**Note Consideration**"), which Note shall have a three (3)-year maturity bearing interest at the rate of 4.5%, compounding annually.

"**Note Adjustment**" has the meaning set forth in Section 2.18.

"**Note Consideration**" has the meaning set forth in the definition of "**Note**."

"**Order**" has the meaning set forth in Section 3.09.

"**Ordinary Course of Business**" means the ordinary course of business, consistent with past practice.

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

"**Parent Balance Sheet**" has the meaning set forth in Section 4.04(c).

"**Parent Benefit Plans**" has the meaning set forth in Section 5.07(b).

"**Parent Board**" has the meaning set forth in the Recitals.

"**Parent Board Recommendation**" has the meaning set forth in Section 4.03(d)(i).

"**Parent Common Stock**" means the common stock of Parent, par value $0.0001 per share.

"**Parent Disclosure Letter**" means the disclosure letter delivered by Parent and Merger Subs to the Company no later than ten (10) Business Days following the date of this Agreement.

"**Parent Equity Award**" means any equity award issued pursuant to the Parent Stock Plan.

"**Parent Material Adverse Effect**" means any effect, event, development, occurrence, fact, condition or change that has a material adverse effect, individually or in the aggregate, (a) on the business, results of operations, financial condition, Liabilities or assets of Parent or its Affiliates, taken as a whole, or (b) on the ability of Parent or Merger Subs to perform its obligations under this Agreement or to consummate the Merger, or on the consummation of (whether by prevention or material delay) the Mergers and the other transactions contemplated hereby; provided, however, that "Parent Material Adverse Effect" shall not include any effect, event, development, occurrence, fact, condition or change, directly arising out of or attributable to: (a) changes in general business, economic or political conditions; (b) changes in conditions generally affecting the industries in which Parent or its Affiliates operate; (c) any changes in financial or securities markets in general; (d) any national or international political, regulatory or social conditions, including acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof, pandemics, epidemics or states of emergency, whether declared or undeclared; (e) any "act of God," including, but not limited to, weather, natural disasters and earthquakes; (f) any changes in applicable Laws or accounting rules; (g) any action required or permitted by this Agreement; (h) the public announcement or pendency of the transactions contemplated by this Agreement; or (i) any failure (in and of itself) by Parent or its Affiliates to meet, with respect to any period or periods, any projections or forecasts, estimates of earnings or revenues or business plan (provided, that any effect, event, development, occurrence, fact, condition or change giving rise to or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been a Parent Material Adverse Effect)); provided further, however, that any event, occurrence, fact, condition or change referred to in clauses (a) through (f) immediately above shall be taken into

account in determining whether a Parent Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on Parent or its Affiliates compared to other participants in the industries in which Parent or its Affiliates conduct their businesses.

"**Parent SEC Documents**" has the meaning set forth in Section 4.04(a).

"**Parent Securities**" has the meaning set forth in Section 4.02(b)(ii).

"**Parent Shares**" means shares of Parent Common Stock.

"Parent Stock Option" means any option to purchase Parent Common Stock granted under the Parent Stock Plan.

"**Parent Stock Plan**" means the Wellgistics Health, Inc. Amended and Restated 2023 Equity Incentive Plan, as may be amended from time to time.

"**Parent Subsidiary Securities**" has the meaning set forth in Section 4.02(d).

"**Party**" has the meaning set forth in the Preamble.

"**Payoff Indebtedness**" means all Closing Indebtedness set forth or described in the Closing Certificate.

"**Payoff Letters**" mean payoff letters from all holders of any Payoff Indebtedness, in form and substance reasonably acceptable to Parent.

"**PBGC**" has the meaning set forth in Section 3.11(d).

"**Permits**" has the meaning set forth in Section 3.08(b).

"**Permitted Liens**" means: (a) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith (provided appropriate reserves required pursuant to GAAP have been made in respect thereof); (b) mechanics', carriers', workers', repairers', and similar statutory Liens arising or incurred in the Ordinary Course of Business for amounts which are not delinquent or which are being contested by appropriate proceedings (provided appropriate reserves required pursuant to GAAP have been made in respect thereof); (c) zoning, entitlement, building, and other land use regulations imposed by Governmental Entities having jurisdiction over such Person's owned or leased real property, which are not violated by the current use and operation of such real property; (d) covenants, conditions, restrictions, easements, and other similar non-monetary matters of record affecting title to such Person's owned or leased real property, which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person's businesses; (e) any right of way or easement related to public roads and highways, which do not materially impair the occupancy or use of such real property for the purposes for which it is currently used in connection with such Person's businesses; (f) any non-exclusive license to any Intellectual Property entered into in the ordinary course; and (g) Liens arising under workers' compensation, unemployment insurance, social security, retirement, and similar legislation.

"**Person**" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, Governmental Entity, or other entity or group (which term will include a "group" as such term is defined in Section 13(d)(3) of the Exchange Act).

"**Pre-Closing Contribution**" has the meaning set forth in the Recitals.

"**Pre-Closing Tax Period**" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on (and including) the Closing Date.

"**Pro Rata Share**" means, with respect to any Company Stockholder, a fraction, expressed as a percentage, (a) the numerator of which is the number of Shares held by such Company Stockholder as of immediately prior to the Effective Time and (b) the denominator of which is the total number of Shares outstanding as of immediately prior to the Effective Time.

"**Released**" has the meaning set forth in Section 2.16(d).

"**Released Shares**" has the meaning set forth in Section 2.16(d).

"**Representatives**" means, with respect to any Person, such Person's officers, directors, managers, agents, employees, and counsel, as applicable.

"**Requisite Company Vote**" has the meaning set forth in Section 3.03(a).

"**Requisite Parent Vote**" has the meaning set forth in Section 4.03(a).

"**Resolution Period**" has the meaning set forth in Section 2.14(c)(ii).

"**Restrictive Covenant Agreement**" means a Restrictive Covenant Agreement, dated as of the Closing Date, by and between Parent, the Company, the Lumina Entities and Michael Navin, in his individual capacity.

"**Review Period**" has the meaning set forth in Section 2.14(c)(i).

"**Sarbanes-Oxley Act**" the Sarbanes-Oxley Act of 2002 (including the rules and regulations promulgated thereunder.

"**SEC**" has the meaning set forth in Section 4.03(c).

"**Second Certificate of Merger**" has the meaning set forth in Section 2.04(a).

"**Second Effective Time**" has the meaning set forth in Section 2.04(a).

"**Second Merger**" has the meaning set forth in the Recitals.

"**Securities Act**" has the meaning set forth in Section 4.03(c).

"**Set-Off Claim**" has the meaning set forth in Section 8.06.

"**Shares**" means, collectively, the shares of Company Common Stock.

"**Signing Stock Price**" means $3.94 per share, representing the closing market price of each share of Parent Common Stock as listed on Nasdaq on the trading day preceding the date hereof.

"**Specified Pro Rata Share**" means, with respect to a Specified Shareholder, a fraction, expressed as a percentage, (a) the numerator of which is the number of Specified Shares held by such Specified Shareholder as of immediately prior to the Effective Time, and (b) the denominator of which is the total number of Specified Shares outstanding as of immediately prior to the Effective Time.

"**Specified Shareholders**" means, collectively, the holders of Specified Shares.

"**Specified Shares**" means, collectively, (a) the Class A Shares other than the Lumina Consideration Shares and (b) the Class B Shares.

"**Statement of Objections**" has the meaning set forth in Section 2.14(c)(ii).

"**Stock Consideration**" means, collectively, the Guaranteed Stock Consideration and the Earn-Out Shares.

"**Stockholder Indemnitees**" has the meaning set forth in Section 8.03.

"**Stockholder Representative**" has the meaning set forth in the Preamble.

"**Straddle Period**" has the meaning set forth in Section 6.04.

"**Subsidiary**" of a Person means any other Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries.

"**Surviving Company**" has the meaning set forth in Section 2.01(a).

"**Target Revenue Amount**" means, for the Earn-Out Period, aggregate Annual Revenue for all Earn-Out Years equal to $8,800,000.

"**Target Working Capital Amount**" means an amount equal to $150,000.

"**Taxes**" means all federal, state, local, provincial or foreign taxes that are imposed, assessed or collected by a Governmental Entity including, any income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, or other taxes of any kind whatsoever, whether disputed or not, together with any interest, additions or penalties with respect thereto.

"**Tax Claim**" has the meaning set forth in Section 6.05.

"**Tax Return**" means any return, declaration, report, claim for refund, information return or statement, or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"**Third Party Claim**" has the meaning set forth in Section 8.05(a).

"**Transaction Expenses**" means, with respect to any Person, all out-of-pocket fees and expenses (including all fees and expenses of counsel, accountants, financial advisors, and investment bankers of such Person and its Affiliates), incurred by such Person or on its behalf in connection with or related to the authorization, preparation, negotiation, execution, and performance of this Agreement and any transactions related thereto, any litigation with respect thereto, or in connection with other regulatory approvals, and all other matters related to the Mergers and the other transactions contemplated by this Agreement.

"**Treasury Regulations**" means the Treasury regulations promulgated under the Code.

"**Voting Debt**" has the meaning set forth in Section 3.02(c).

"**Working Capital Deficit**" has the meaning set forth in Section 2.14(e)(i).

"**Working Capital Surplus**" has the meaning set forth in Section 2.14(e)(ii).

Section 1.02 Interpretation; Construction.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, Exhibit, Article, or Schedule, such reference shall be to a Section of, Exhibit to, Article of, or Schedule of this Agreement unless otherwise indicated. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," and the word "or" is not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and does not simply mean, "if." A reference in this Agreement to $ or dollars is to U.S.

dollars. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. The words "hereof," "herein," "hereby," "hereto," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to "made available" or "provided to" (or words of similar import) when referring to any document or information being made available by the Company to Parent or Merger Subs shall mean posted to the electronic data room established in respect to the Mergers.

(b) The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II
THE MERGERS

Section 2.01 The Mergers.

(a) First Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time, (i) Merger Sub Corp will merge with and into the Company and (ii) the separate corporate existence of Merger Sub Corp will cease and the Company will continue its corporate existence under the DGCL as the surviving corporation in the First Merger and will be, immediately following the First Merger, a wholly owned direct Subsidiary of Parent (sometimes referred to herein as the "**Interim Surviving Company**").

(b) Second Merger. As part of a single integrated plan, on the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL and the DLLCA, at the Second Effective Time, (i) the Interim Surviving Company shall be merged with and into Merger Sub LLC and (ii) the separate corporate existence of the Interim Surviving Company shall cease and Merger Sub LLC will continue its limited liability company existence under the DLLCA as the surviving company in the Second Merger and will be, immediately following the Second Merger, a wholly owned direct Subsidiary of Parent (the "**Surviving Company**").

Section 2.02 Closing. Subject to the terms and conditions of this Agreement, the closing of the Mergers (the "**Closing**") will take place at 10:00 a.m., Eastern time on the date to be specified by the Parties, but no later than the second Business Day after the conditions to Closing set forth in ARTICLE VII have been satisfied or (to the extent permitted by Law) waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or (to the extent permitted hereunder) waiver of all such conditions), remotely by exchange of documents and signatures (or their electronic counterparts), or at such other time or on such other date or at such other place as the Company and Parent may mutually agree upon in writing. The date of the Closing is hereinafter referred to as the "**Closing Date**."

Section 2.03 Closing Deliverables.

(a) Company Deliverables. At or prior to the Closing, the Company shall deliver, or cause to be delivered, to Parent the following:

(i) a certificate, dated the Closing Date and signed by a duly authorized officer of the Company, that each of the conditions set forth in Section 7.02 have been satisfied;

(ii) the Consideration Spreadsheet contemplated in Section 2.15;

(iii) the First Certificate of Merger, duly executed by the Company;

(iv) the Note, duly executed by Stockholder Representative on behalf of the Class A Stockholders;

(v) the Restrictive Covenant Agreement, duly executed by the Company, the Lumina Entities and Michael Navin, in his individual capacity;

(vi) resignations of the directors and officers of the Company, effective as of the Closing Date;

(vii) an Employment Agreement (the "**Employment Agreement**"), dated as of the Closing Date, duly executed by Michael Navin, in his individual capacity;

(viii) a certificate, dated the Closing Date and signed by a duly authorized officer of the Company certifying: (A) that attached thereto are true and complete copies of (1) all resolutions adopted by the Company Board authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby and (2) resolutions of the Company Stockholders approving the Mergers and adopting this Agreement; and (B) that such resolutions are in full force and effect and are all the resolutions of the Company Board or Company Stockholders, as applicable, adopted in connection with the transactions contemplated hereby and thereby;

(ix) a good standing certificate (or its equivalent) for the Company from the Secretary of State of the State of Delaware and from the secretary of state or similar Governmental Authority of each jurisdiction in which each of the Company is qualified to do business, in each case, dated not more than thirty (30) days prior to the Closing;

(x) a certificate of the Secretary of the Company certifying the names and signatures of the officers of the Company authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder;

(xi) at least three (3) Business Days prior to the Closing, (i) the Closing Certificate certified by an authorized officer of the Company and (ii) the Payoff Letters, duly executed by the lender or similar party in each case thereof;

(xii) a certificate, duly executed by an authorized signatory of the Company, issued pursuant to Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3), including the required notice to the U.S. Internal Revenue Service, stating that an interest in the Company is not a "United States real property interest" within the meaning of Section 897(c) of the Code (provided that Parent's sole recourse for the Company's failure to deliver such certificate and notice shall be Parent's right to withhold and deduct Taxes pursuant to Section 2.15);

(xiii) a Lock-Up Letter executed by each Company Stockholder in a form mutually agreed upon by the Parties (a "**Lock-Up Letter**") (other than any Dissenting Shareholder);

(xiv) a Letter of Transmittal, duly executed by each Company Stockholder (other than any Dissenting Shareholder);

(xv) the Contribution and Exchange Agreement, duly executed by the Lumina Entities and the Company;

(xvi) the Consents contemplated by Section 3.03(c) (unless Parent waives delivery thereof) and the Written Consent, in each case, on terms and conditions satisfactory to Parent;

(xvii) a stock power, with no quantity of shares or amount consideration specified, duly executed by each Company Stockholder;

(xviii) evidence reasonably satisfactory to Parent that the Pre-Closing Contribution has been consummated among the Company Entities; and

(xix) such other documents or instruments as Parent reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(b) Parent, Merger Sub Corp and Merger Sub LLC Deliverables. At the Closing, Merger Sub Corp, Merger Sub LLC or Parent, as applicable, shall deliver to the Company (or such other Person as may be specified herein) the following:

(i) to the Exchange Agent, the Stock Consideration payable pursuant to Section 2.08 in exchange for the Shares;

(ii) the Note, duly executed by Parent;

(iii) to the applicable third parties as set forth on the Closing Certificate and agreed upon by Parent, payment by wire transfer of immediately available funds that amount of money due and owing from the Company to such third parties as Transaction Expenses, in each case as set forth on the Closing Certificate, with payment of remaining Transaction Expenses due and payable no later than thirty (30) days following the Closing Date;

(iv) the Employment Agreement, duly executed by Parent;

(v) the Restrictive Covenant Agreement, duly executed by Parent;

(vi) a certificate, dated the Closing Date and signed by a duly authorized officer of Parent and each Merger Sub, that each of the conditions set forth in Section 7.03 have been satisfied;

(vii) the First Certificate of Merger, duly executed by Merger Sub Corp;

(viii) the Second Certificate of Merger, duly executed by the Interim Surviving Company and Merger Sub LLC;

(ix) a certificate of the Secretary of Parent and each Merger Sub certifying that attached thereto are true and complete copies of all resolutions adopted by the Parent Board, the Merger Sub Corp Board, the Merger Sub LLC Board, the Parent Stockholders, the Merger Sub Sole Stockholder and the Merger Sub Sole Member, as applicable, authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions of the applicable governing body adopted in connection with the transactions contemplated hereby and thereby;

(x) to Nasdaq, all applicable listing forms and other documents that may be required to list the Parent Shares to be issued hereunder; and

(xi) such other documents or instruments as the Company reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

Section 2.04 Effective Time and Second Effective Time.

(a) Effective Time. Subject to the provisions of this Agreement, at the Effective Time, the Company and Merger Sub Corp will cause a certificate of merger (the "**First Certificate of Merger**") to be executed and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and shall make all other filings or recordings required under the DGCL. The First Merger will become effective at such time as the First Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later date or time as may be agreed by the Company and Parent in writing and specified in the First Certificate of Merger in accordance with the DGCL (the effective time of the First Merger being hereinafter referred to as the "**Effective Time**").

(b) Second Effective Time. Immediately following the Effective Time on the Closing Date, the Interim Surviving Company and Merger Sub LLC will cause a certificate of merger (the "**Second Certificate of Merger**") to be executed and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and the DLLCA and shall make all other filings or recordings required under the DGCL and the DLLCA. The Second Merger will become effective at such time as the Second Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later date or time as may be agreed by the Company and Parent in writing and specified in the Second Certificate of Merger in accordance with the DGCL and the DLLCA (the effective time of the Second Merger being hereinafter referred to as the "**Second Effective Time**").

Section 2.05 Effects of the Mergers.

(a) First Merger. The First Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub Corp shall vest in the Interim Surviving Company, and all debts, liabilities, obligations, restrictions, and duties of each of the Company and Merger Sub Corp shall become the debts, liabilities, obligations, restrictions, and duties of the Interim Surviving Company.

(b) Second Merger. The Second Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL and DLLCA. Without limiting the generality of the foregoing, and subject thereto from and after the Second Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses, and authority of the Interim Surviving Company and Merger Sub LLC shall vest in the Surviving Company, and all debts, liabilities, obligations, restrictions, and duties of each of the Interim Surviving Company and Merger Sub LLC shall become the debts, liabilities, obligations, restrictions, and duties of the Surviving Company.

Section 2.06 Organizational Documents.

(a) First Merger. At the Effective Time, by virtue of the First Merger, the certificate of incorporation and bylaws of the Company, as in effect immediately prior to the Effective Time, shall continue to be the certificate of incorporation and bylaws of the Interim Surviving Company, until thereafter supplemented or amended in accordance with their respective terms and as provided by the DGCL.

(b) Second Merger. At the Second Effective Time, by virtue of the Second Merger, the certificate of formation and operating agreement of Merger Sub LLC, as in effect immediately prior to the Second Effective Time, shall continue to be the certificate of formation and operating agreement of the Surviving Company, until thereafter supplemented or amended in accordance with their respective terms and as provided by the DLLCA.

Section 2.07 Directors and Officers.

(a) First Merger. The board of directors and officers of the Company, in each case, as in effect immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers of the Interim Surviving Company.

(b) Second Merger. The management board and officers of Merger Sub LLC, in each case, as in effect immediately prior to the Second Effective Time shall, from and after the Second Effective Time, be the management board and officers of the Surviving Company.

Section 2.08 Effect of the Merger on Capital Stock. On the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the Parties or their respective shareholders or members, the following shall occur:

(a) Cancellation of Certain Shares. Each Share that is owned by the Company (as treasury stock or otherwise) as of immediately prior to the Effective Time (the "**Cancelled Shares**") will automatically be cancelled and retired and shall cease to exist and no consideration will be paid or payable with respect thereto.

(b) Conversion of Shares. Each Share issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares and Dissenting Shares) will be automatically converted into the right to receive a portion of the Closing Merger Consideration (as set forth on Consideration Spreadsheet) as follows:

(i) with respect to the Lumina Contribution Shares, (A) the Closing Cash Consideration and (B) the Note Consideration, subject to a Note Adjustment in accordance with Section 2.18; and

(ii) with respect to each Specified Share, its Specified Pro Rata Share of (A) the Guaranteed Stock Consideration and (B) the Earn-Out Shares, subject to Release and Forfeiture in accordance with Section 2.16.

(c) Cancellation of Shares. At the Effective Time, all Shares issued and outstanding immediately prior to the Effective Time shall be automatically cancelled and retired and will cease to exist, and (other than holders of Cancelled Shares), each Company Stockholder will, subject to applicable Law in the case of Dissenting Shares, cease to have any rights with respect thereto, except the right to receive (i) the Closing Merger Consideration in accordance with Section 2.08(b), (ii) any cash in lieu of fractional shares of Parent Common Stock payable pursuant to Section 2.08(e), and (iii) any dividends or other distributions to which the holder thereof becomes entitled to upon the surrender of such Shares in accordance with Section 2.10(h).

(d) Fractional Shares. Notwithstanding anything to the contrary in this Agreement, no fraction of a share of Parent Common Stock will be issued by virtue of the First Merger. Any fractional shares that would otherwise be issued will be aggregated on a holder-by-holder basis and then rounded down to the nearest whole share of Parent Common Stock and the value of any such fractional shares will be paid in cash to the applicable holder on the basis of the Closing Per Share Amount.

(e) Conversion of Merger Sub Corp Common Stock. At the Effective Time, by virtue of the First Merger and without any action on the part of the Parties or any shareholder or member thereof, each share of common stock of Merger Sub Corp issued and outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock of the Interim Surviving Company (collectively, the "**Interim Surviving Company Common Stock**") and shall constitute the only outstanding shares of capital stock of the Interim Surviving Company.

(f) Conversion of Interim Surviving Company Common Stock. At the Second Effective Time, by virtue of the Second Merger and without any action on the part of the Parties or any shareholder or member thereof, each share of Interim Surviving Company Common Stock issued and outstanding immediately prior to the Second Effective Time shall be converted into and become one validly issued, fully paid and non-assessable unit of the Surviving Company and shall constitute the only outstanding membership interests of the Surviving Company.

Section 2.09 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, Shares issued and outstanding immediately prior to the Effective Time (other than Cancelled Shares) and held by a Company Stockholder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who is entitled to demand and has properly exercised appraisal rights of such shares in accordance with Section 262 of the DGCL (such Shares being referred to collectively as the "**Dissenting Shares**" until such time as such Company Stockholder (a "**Dissenting Stockholder**") fails to perfect or otherwise waives, withdraws, or loses such holder's appraisal rights under the DGCL with respect to such Shares) shall not be converted into a right to receive the Closing Merger Consideration, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL; *provided*, *however,* that if, after the Effective Time, such Dissenting Stockholder fails to perfect, waives, withdraws, or loses such Dissenting Stockholder's right to appraisal pursuant to Section 262 of the DGCL or if a court of competent jurisdiction shall determine that such Dissenting Stockholder is not entitled to the relief provided by Section 262 of the DGCL, such Shares shall be treated as if they had been converted as of the Effective Time into the right to receive the Closing Merger Consideration in accordance with Section 2.08(b), without interest thereon, upon transfer of such Share. The Company shall promptly notify Parent in writing of any demands received by the Company for appraisal of Shares, any waiver or withdrawal of any such demand, and any other demand, notice, or instrument delivered to the Company prior to the Effective Time that relates to such demand, and Parent shall have the opportunity and right to direct all negotiations and proceedings with respect to such demands. Except with the prior written consent of Parent, the Company shall not make any payment with respect to, or settle, or offer to settle, any such demands.

Section 2.10 Surrender and Payment.

(a) Exchange Agent. Prior to the Effective Time, Parent shall appoint an exchange agent reasonably acceptable to the Company (the "**Exchange Agent**") to act as the exchange agent in the Mergers.

(b) Exchange Fund. Prior to the Effective Time, Parent shall deposit with the Exchange Agent any cash sufficient to make payments in lieu of fractional shares pursuant to Section 2.08(e). In addition, Parent shall deposit or cause to be deposited with the Exchange Agent, as necessary from time to time after the Effective Time, any dividends or other distributions, if any, to which the Company Stockholders may be entitled pursuant to Section 2.10(h), with both a record and payment date after the Effective Time and prior to the surrender of the Shares in exchange for such Parent Shares. Such cash and Parent Shares, together

with any dividends or other distributions deposited with the Exchange Agent pursuant to this Section 2.10(b), are referred to collectively in this Agreement as the "**Exchange Fund**."

(c) Procedures for Surrender. Promptly after the Effective Time, Parent shall send, or shall cause the Exchange Agent to send, to each Company Stockholder whose Shares were converted into the right to receive the Closing Merger Consideration pursuant to Section 2.08(b), a letter of transmittal in a form mutually agreed upon by the Parties (a "**Letter of Transmittal**") and instructions (which shall specify that the delivery shall be effected, and risk of loss and title shall pass, only upon proper transfer of the Shares to the Exchange Agent, and which letter of transmittal will be in customary form and have such other provisions as Parent may reasonably specify) for use in such exchange. Each Company Stockholder whose Shares have been converted into the right to receive the Closing Merger Consideration shall be entitled to receive (i) the Closing Merger Consideration into which such Shares have been converted pursuant to Section 2.08(b) in respect of such Shares, (ii) any cash in lieu of fractional shares which the Company Stockholder has the right to receive pursuant to Section 2.08(e), and (iii) any dividends or other distributions pursuant to Section 2.10(h), in each case upon receipt of an "agent's message" by the Exchange Agent (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request) and together with a duly completed and validly executed Letter of Transmittal and such other documents as may reasonably be requested by the Exchange Agent.

(d) No Interest. No interest shall be paid or accrued upon the surrender or transfer of any Share. Upon payment of the Closing Merger Consideration pursuant to the provisions of Section 2.10(c) each Share so transferred shall immediately be cancelled.

(e) Investment of Exchange Fund. Until disbursed in accordance with the terms and conditions of this Agreement, the cash in the Exchange Fund will be invested by the Exchange Agent, as directed by Parent. No losses with respect to any investments of the Exchange Fund will affect the amounts payable to the Company Stockholders. Any income from investment of the Exchange Fund will be payable to Parent on demand.

(f) Full Satisfaction. All Closing Merger Consideration paid in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the Shares, and from and after the Effective Time, there shall be no further registration of transfers of Shares on the stock transfer books of the Interim Surviving Company or similar records of the Surviving Company. If, after the Effective Time, Shares are presented to the Parent, Interim Surviving Company or Surviving Company, they shall be cancelled and exchanged as provided in this Section 2.10(f).

(g) Termination of Exchange Fund. Any portion of the Exchange Fund that remains unclaimed by the Company Stockholders six (6) months after the Effective Time shall be returned to Parent, upon demand, and any such Company Stockholder who has not exchanged Shares for the Closing Merger Consideration in accordance with this Section 2.10 prior to that time shall thereafter look only to Parent (subject to abandoned property, escheat, or other similar Laws), as general creditors thereof, for payment of the Closing Merger Consideration without any interest.

(h) Distributions with Respect to Unsurrendered Shares. All Parent Shares to be issued pursuant to the First Merger shall be deemed issued and outstanding as of the Effective Time and whenever a dividend or other distribution is declared by Parent in respect of the Parent Common Stock, the record date for which is after the Effective Time, that declaration shall include dividends or other distributions in respect of all shares issuable pursuant to this Agreement. No dividends or other distributions in respect of the Parent Common Stock shall be paid to any holder of any unsurrendered Shares until such Share is surrendered for exchange in accordance with this Section 2.10. Subject to the effect of applicable Laws, following such surrender, there shall be issued or paid to the holder of record of the whole shares of Parent Common Stock issued in exchange for Shares in accordance with this Section 2.10, without interest: (i) at the time of such surrender, the dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole shares of Parent Common Stock and not paid; and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such whole shares of Parent Common Stock with a record date after the Effective Time but with a payment date subsequent to surrender.

Section 2.11 Adjustments.Without limiting the other provisions of this Agreement, if at any time during the period between the date of this Agreement and the end of the Earn-Out Period, any change in the outstanding shares of the Parent Common Stock shall occur, including by reason of any reclassification, recapitalization, stock split (including a reverse stock split), or combination, exchange,

readjustment of shares, or similar transaction, or any stock dividend or distribution paid in stock, the Closing Merger Consideration and any other amounts payable pursuant to this Agreement shall be appropriately adjusted to provide the same economic effect as contemplated by this Agreement prior to such event; provided, that this sentence shall not be construed to permit Parent to take any action with respect to its securities that is prohibited by the terms of this Agreement.

Section 2.12 Withholding Rights. Each of the Parties shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this ARTICLE II such Taxes as may be required to be deducted and withheld with respect to the making of such payment under any provision of Law; provided, however, that prior to making any such deduction or withholding for Taxes, the applicable withholding agent shall use commercially reasonable efforts to (and if the Exchange Agent, Parent will cause the Exchange Agent to) (a) notify the Person in respect of whom such deduction or withholding would be made and (b) cooperate with such Person to reduce or eliminate such deduction or withholding. To the extent that Taxes are so deducted and withheld, such Taxes shall be timely remitted to the relevant Governmental Entity by the withholding Party and treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.13 Effect of the Second Merger on Capital Stock. At the Second Effective Time, as a result of the Second Merger and without any action on the part of Parent, Merger Subs, or the Company: (i) each share of Interim Surviving Company Common Stock issued and outstanding immediately prior to the Second Effective Time shall be cancelled and cease to exist and no consideration shall be delivered in exchange therefor; and (ii) each limited liability company interest in Merger Sub LLC issued and outstanding immediately prior to the Second Effective Time shall be unaffected and remain outstanding as an identical company interest in the Surviving Company.

Section 2.14 Working Capital Adjustment.

(a) Estimated Working Capital Statement. At least three (3) Business Days prior to the Closing, the Company shall have prepared and delivered to Parent a statement (such statement, the "**Estimated Working Capital Statement**"), setting forth the Company's good faith estimate of the Closing Working Capital (the "**Estimated Working Capital**"), along with an estimated balance sheet of the Company as of the Closing Date, prepared in all material respects in accordance with the Accounting Principles.

(b) Post-Closing Adjustment. Within 90 days after the Closing Date, Parent shall prepare and deliver to Stockholder Representative a statement (the "**Closing Working Capital Statement**") setting forth Parent's good faith calculation of the Closing Working Capital, which statement shall contain a balance sheet of the Company as of the Closing Date, prepared in all material respects in accordance with the Accounting Principles. The amount of Closing Working Capital, as agreed to by Parent and Stockholder under Section 2.14(c) or as finally determined by the Independent Accountant under Section 2.14(d) is referred to herein as the "**Final Working Capital**".

(c) Examination and Review.

(i) After receipt of the Closing Working Capital Statement, Stockholder Representative shall have forty-five (45) days (the "**Review Period**") to review the Closing Working Capital Statement. During the Review Period and during the resolution of any dispute pursuant to this Section 2.14(b), Stockholder Representative and its accountants shall have full access to the books and records of the Surviving Company, the personnel of, and work papers prepared by, Parent, Surviving Company and/or their accountants to the extent that they relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Parent's possession) relating to the Closing Working Capital Statement as Stockholder Representative may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement of Objections; *provided*, that such access shall be in a manner that does not unreasonably interfere with the normal business operations of Parent or the Surviving Company.

(ii) On or prior to the last day of the Review Period, Stockholder Representative may object to the Closing Working Capital Statement by delivering to Parent a written statement setting forth its objections in reasonable detail, indicating each disputed calculation, item or amount and the basis for its disagreement therewith (the "**Statement of Objections**"). If Stockholder Representative fails to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement shall be deemed to have been accepted by Stockholder Representative. If Stockholder Representative delivers the Statement of Objections before the expiration of the Review Period, Parent and Stockholder Representative shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved

within the Resolution Period, the Closing Working Capital Statement with such changes as may have been previously agreed in writing by Parent and Stockholder Representative, shall be final and binding.

(d) Resolution of Disputes; Independent Accountant.

(i) Appointment of Independent Accountant. If Stockholder Representative and Parent fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any matters remaining in dispute ("**Disputed Amounts**") shall be submitted for resolution to resolution to the office of a nationally or regionally recognized firm of independent certified public accountants appointed by Parent and Stockholder Representative (the "**Independent Accountant**") who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Closing Working Capital Statement. The Parties agree that all adjustments of Disputed Amounts shall be made without regard to materiality. The Independent Accountant shall only decide the specific calculations, items or amounts under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such calculation, item or amount in the Closing Working Capital Statement and the Statement of Objections, respectively.

(ii) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by Stockholder Representative (on behalf of the Company Stockholders), on the one hand, and by Parent, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Stockholders or Parent, respectively, bears to the aggregate amount actually contested by Stockholder Representative and Parent.

(iii) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable, and in any event, within thirty (30) days (or such longer period as the Parties shall agree in writing) after its engagement, and its resolution of the Disputed Amount and its adjustments to the Closing Working Capital Statement, absent Fraud by any such Person or manifest mathematical error by the Independent Accountant, shall be conclusive and binding upon the Parties.

(e) Payment of the Post-Closing Adjustment.

(i) If the Estimated Working Capital is greater than the Final Working Capital (the amount of such deficit, a "**Working Capital Deficit**"), Stockholder Representative, on behalf of the Class A Stockholders, shall pay to Parent an amount equal to the Working Capital Deficit by wire transfer of immediately available funds to an account designated by Parent within ten (10) Business Days of a final determination pursuant to this Section 2.14.

(ii) If the Estimated Working Capital is less than the Final Working Capital (the amount of such surplus, a "**Working Capital Surplus**"), Parent shall pay to Stockholder Representative, on behalf of the Class A Stockholder, an amount equal to the Working Capital Surplus by wire transfer of immediately available funds to an account designated by Stockholder Representative within ten (10) Business Days of a final determination pursuant to this Section 2.14.

(f) Adjustments for Tax Purposes. Any payments made pursuant to this Section 2.14 shall be treated as an adjustment to the Actual Merger Consideration by the Parties for Tax purposes, unless otherwise required by Law.

Section 2.15 Consideration Spreadsheet.

(a) Prior to the Closing, the Company shall prepare and deliver to Parent a spreadsheet (the "**Consideration Spreadsheet**"), which shall set forth, as of the Closing Date and immediately prior to the Effective Time, the following:

(i) the names and addresses of all Company Stockholders and the number and class of Shares held by such Persons;

(ii) for each Specified Shareholder, such Specified Shareholder's Specified Pro Rata Share of (A) the Guaranteed Stock Consideration and (B) the Earn-Out Shares; and

(iii) for the holder of Lumina Contribution Shares, the amount of (A) the Closing Cash Consideration and (B) the Note Consideration.

(b) Parent and Merger Sub shall be entitled to rely on the Consideration Spreadsheet in making payments or issuing consideration under ARTICLE II and Parent and Merger Sub and, following Closing, the Surviving Company shall not be responsible for the calculations or the determinations regarding such calculations in such Consideration Spreadsheet.

(c) The Parties acknowledge and agree that the Company prepared the Consideration Spreadsheet in accordance with Section 2.18 and that the Consideration Spreadsheet reflects any adjustments to the Earn-Out Shares necessary to ensure that the Actual Stock Consideration Value is equal to or greater than the Minimum Stock Consideration Value.

Section 2.16 Earn-Out; Forfeiture.

(a) Earn-Out Shares. The Earn-Out Shares shall be subject to Forfeiture for no consideration based on the Surviving Company's ability to achieve the Target Revenue Amount during the Earn-Out Period in accordance with the provisions of this Section 2.16 until such Earn-Out Shares are Released in accordance with Section 2.16(d) or Section 2.16(e).

(b) Earn-Out Statement. No later than sixty (60) days after the audited financial statements of Parent for each Earn-Out Year are completed, Parent shall deliver to Stockholder Representative a statement (the "**Earn-Out Statement**"), which Earn-Out Statement shall include Parent's good faith calculation (in each case, for such Earn-Out Year) of the Earn-Out Percentage, the Annual Revenue, and the components thereof, in reasonable detail and together with reasonable backup for such calculations made therein. The Earn-Out Statement shall be prepared by Parent in all material respects in accordance with the Accounting Principles and other books and records of Surviving Company.

(c) Objections to Earn-Out Statement. Stockholder Representative may object to the Earn-Out Statement by delivering to Parent a written statement setting forth Stockholder Representative's objections in reasonable detail, indicating each disputed calculation, item or amount and the basis for Stockholder Representative's disagreement therewith, within thirty (30) days of receipt thereof from Parent. If Stockholder Representative fails to deliver such written statement within such time period, then the Earn-Out Statement (and the calculations, items and amounts contained therein) shall be deemed to have been accepted by the Company Stockholders and Stockholder Representative and shall be final and binding on the Parties. If Stockholder Representative delivers a written statement of objections to Parent within such thirty (30)-day timeframe, then Parent and Stockholder Representative shall negotiate in good faith to resolve such objections within thirty (30) days after the delivery of Stockholder Representative's written statement of objections, and, if the same are so resolved within such period, the Earn-Out Statement (and the calculations, items and amounts contained therein) with such changes as may have been agreed in writing by Parent and Stockholder Representative, shall be final and binding. In the event Parent and Stockholder Representative are unable to agree within thirty (30) days after Stockholder Representative's delivery of such written statement of objections (or such longer period as Stockholder Representative and Parent shall mutually agree), Parent and Stockholder Representative shall engage the Independent Accountant to resolve the dispute in accordance with the guidelines and principles set forth in this Agreement and to make any adjustments to the Earn-Out Statement. In resolving any dispute with respect to the Earn-Out Statement, the Independent Accountant (i) may not assign a value to any calculation, item or amount greater than the highest value claimed for such calculation, item or amount or less than the lowest value for such calculation, item or amount claimed by either Parent or Stockholder Representative and (ii) shall restrict its decision to such calculations, items and amounts included in the objection(s) which are then in dispute. The fees and expenses of the Independent Accountant shall be paid by the Company Stockholders, on the one hand, and by Parent, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Company Stockholders or Parent, respectively, bears to the aggregate amount actually contested by Stockholder Representative and Parent.

(d) Incremental Release. Following the final determination of the Earn-Out Percentage for each Earn-Out Year in accordance with Section 2.16(c), without further action from Parent or any holder of Earn-Out Shares, except as may be required by Parent's transfer agent, a number of Earn-Out Shares (the "**Released Shares**") equal to the product of (i) the number of Earn-Out Shares that have not been Released as of the end of such Earn-Out Year, *multiplied by* (ii) the Earn-Out Percentage for such Earn-Out Year, shall fully vest and no longer be subject to forfeiture under this Section 2.16 ("**Release**"). With respect to each holder of Earn-Out Shares, such Released Shares will be Released in an amount equal to (i) the number of Released Shares for such Earn-Out Year, *multiplied by* (ii) such holder's Specified Pro Rata Share.

(e) Final Earn-Out Determination. Upon determination of the Earn-Out Percentage for the Final Earn-Out Year, if the aggregate Annual Revenue for the Earn-Out Period is not equal to or greater than the Target Revenue Amount, within ten (10) Business Days of such determination, each holder of Earn-Out Shares shall transfer to Parent the number of Earn-Out Shares (based on the Signing Stock Price), rounded up to the nearest whole share, equal to such holder's Specified Pro Rata Share of the Earn-Out Shares (such transfer, a "**Forfeiture**").

(f) Acceleration of Earn-Out. Notwithstanding anything to the contrary in this Agreement, if, prior to the termination of the Earn-Out Period, (a) Michael Navin's employment with Parent is terminated (i) by Parent without Cause (as defined in the Employment Agreement) or (ii) by Michael Navin for Good Reason (as defined in the Employment Agreement), or (b) the Parent enters into a Change of Control (clauses (a) and (b), an "**Acceleration Trigger Event**"), then, automatically and without any action on the part of Parent or holder of Parent Shares, all Earn-Out Shares that have not been Released as of the date of such Acceleration Trigger Event shall be Released.

Section 2.17 Earn-Out Protective Covenants.

(a) During the Earn-Out Period, Parent and its Affiliates will act in good faith and with fair dealing so as to provide the Company Stockholders (and the Surviving Company) with a reasonable opportunity to maximize the Annual Revenue of the Surviving Company and to avoid the forfeiture of Parent Shares as contemplated by Section 2.16(e), and will not take any action with respect to the businesses of the Surviving Company the primary purpose and intent of which is to minimize the Annual Revenue during any Earn-Out Year or to cause a forfeiture of Parent Shares on the part of Stockholders as contemplated by Section 2.16(e). Without limiting the foregoing, during the Earn-Out Period, Parent shall, and shall cause the Surviving Company to:

(i) in order to permit the accurate preparation of the Earn-Out Statement, maintain books and records of the Surviving Company sufficiently to allow for the foregoing calculations as if the Surviving Company were an independent business unit;

(ii) maintain an amount of net working capital in the Surviving Company sufficient for its operation in the Ordinary Course of Business;

(iii) permit the inclusion of capital expenses in the annual budget of the Surviving Company in an amount no less than the prior fiscal year's annual depreciation of the Surviving Company's assets as available under the Code, and to consider, in good faith but without obligation and in Parent's sole and absolute discretion, any additional proposed capital expenses reasonably requested by the Surviving Company for inclusion in the annual budget of the Surviving Company;

(iv) not have Surviving Company engage in any intercompany transaction or other transaction with an Affiliate of Parent, other than on commercially reasonable terms; and

(v) use commercially reasonable efforts to maintain the listing of the Parent Shares on Nasdaq, or a comparable (or superior) primary successor exchange.

(b) Any Parent Shares forfeited pursuant to Section 2.16 shall constitute an adjustment of the Actual Merger Consideration for Tax purposes, unless otherwise required by applicable Law. To the extent any Earn-Out Shares issued to the Stockholders are required to be treated as interest pursuant to Treasury Regulations Section 1.483-4(b) or other applicable Tax law, then such Earnout-Shares, as applicable, representing the principal component (with a value equal to the principal component) and the interest component (with a value equal to the interest component) will be represented by separate book entries, if requested by a Stockholder.

Section 2.18 Cash Limitation; Note Adjustment. Notwithstanding anything to the contrary in this Agreement, at no time will the Actual Stock Consideration Value paid by Parent to or for the benefit of the Company Stockholders in connection with the Mergers

constitute less than forty percent (40%) of the Actual Merger Consideration. Accordingly, in the event that, at the time that the final cash payment is due under the Note, such payment would result in a violation of this Section 2.18 due to a Forfeiture pursuant to Section 2.16, then such final payment under the Note shall be made in the form of additional Parent Shares to the extent necessary to remain compliant with this Section 2.18, with the value of such additional Parent Shares issued pursuant to this Section 2.16 determined by reference to the Signing Stock Price (the "**Note Adjustment**") and any such additional Parent Shares shall be included in the term "Note Consideration." For administrative convenience, in the event of a Note Adjustment, the Parties may elect, by mutual written agreement, to allow the Company Stockholders to retain the Earnout Shares equal to the number of Parent Shares that would have been issued pursuant to a Note Adjustment hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the correspondingly numbered Section of the Company Disclosure Letter, the Company represents and warrants to Parent, Merger Sub and Merger Sub LLC as follows:

Section 3.01 Organization; Standing and Power; Charter Documents; Subsidiaries.

(a) Organization; Standing and Power. The Company is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware and has the requisite corporate power and authority to own, lease, and operate its assets and to carry on its business as now conducted. The Company is duly qualified or licensed to do business as a foreign corporation and is in good standing (to the extent that the concept of "good standing" is applicable in such jurisdiction) in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Charter Documents. The Company has delivered or made available to Parent a true and correct copy of the Charter Documents of the Company and the Company is not in violation of any of the provisions of its Charter Documents.

(c) Subsidiaries. The Company has no direct or indirect Subsidiaries as of the date hereof.

Section 3.02 Capital Structure.

(a) Capital Stock. The authorized capital stock of the Company consists of (i) 13,500,000 shares of Class A Common Stock, (ii) 1,500,000 shares of Class B Common Stock, and (iii) 5,000,000 shares of preferred stock. As of the date of this Agreement, (A) 8,500,000 Class A Shares were issued and outstanding, and 5,000,000 Class A Shares were held by the Company in treasury, (B) no shares of Class B Common Stock were issued and outstanding, and (C) no shares of Company Preferred Stock were issued and outstanding or held by the Company in treasury. The issued and outstanding capital stock of the Company as of the date of immediately prior to the Effective Time is set forth in Section 3.02(a) of the Company Disclosure Letter. All of the outstanding shares of capital stock of the Company are, and all shares of capital stock of the Company which may be issued as contemplated or permitted by this Agreement will be, when issued, duly authorized, validly issued, fully paid, and non-assessable, and not subject to any pre-emptive rights.

(b) Other Securities. Except as disclosed on Section 3.02(a) of the Company Disclosure Letter, (i) no subscription, warrant, option, convertible or exchangeable security, or other right (contingent or otherwise) to purchase or otherwise acquire equity securities of the Company is authorized or outstanding, and (ii) there is no commitment by the Company to issue shares, subscriptions, warrants, options, convertible or exchangeable securities, or other such rights or to distribute to holders of any of its equity securities any evidence of indebtedness or asset, to repurchase or redeem any securities of the Company or to grant, extend, accelerate the vesting of, change the price of, or otherwise amend any warrant, option, convertible or exchangeable security or other such right. There are no declared or accrued unpaid dividends with respect to any shares of Company Common Stock.

(c) Voting Debt. No bonds, debentures, notes, or other indebtedness issued by the Company: (i) having the right to vote on any matters on which stockholders or equity holders of the Company may vote (or which is convertible into, or exchangeable for, securities having such right); or (ii) the value of which is directly based upon or derived from the capital stock, voting securities, or other ownership interests of the Company, are issued or outstanding (collectively, "**Voting Debt**").

Section 3.03 Authority; Non-Contravention; Governmental Consents; Board Approval.

(a) Authority. The Company has all requisite corporate power and authority to enter into and to perform its obligations under this Agreement and, subject to, in the case of the consummation of the Mergers, adoption of this Agreement by the affirmative vote or consent of the holders of a majority of the outstanding shares of Company Common Stock (the "**Requisite Company Vote**"), to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize the execution and delivery of this Agreement or to consummate the Mergers and the other transactions contemplated hereby, subject only, in the case of consummation of the Mergers, to the receipt of the Requisite Company Vote. The Requisite Company Vote is the only vote or consent of the holders of any class or series of the Company's capital stock necessary to approve and adopt this Agreement, approve the Mergers, and consummate the Mergers and the other transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and, assuming due execution and delivery by Parent, Merger Sub Corp, and Merger Sub LLC, constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Non-Contravention. The execution, delivery, and performance of this Agreement by the Company, and the consummation by the Company of the transactions contemplated by this Agreement, including the Mergers, do not and will not: (i) subject to obtaining the Requisite Company Vote, contravene or conflict with, or result in any violation or breach of, the Charter Documents of the Company; (ii) assuming that all Consents contemplated by Section 3.03(c) have been obtained or made and, in the case of the consummation of the Mergers, obtaining the Requisite Company Vote, conflict with or violate any Law applicable to the Company or any of its or assets; (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the Company's loss of any benefit or the imposition of any additional payment or other liability under, or alter the rights or obligations of any third party under, or give to any third party any rights of termination, amendment, acceleration, or cancellation, or require any Consent under, any Contract to which the Company is a party or otherwise bound as of the date hereof; or (iv) result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets of the Company, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults, loss of benefits, additional payments or other liabilities, alterations, terminations, amendments, accelerations, cancellations, or Liens that, or where the failure to obtain or make any Consents, in each case, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Governmental Consents. No consent, approval, permission, order, or authorization of, or registration, declaration, or filing with, or notice to (any of the foregoing, a "**Consent**"), any supranational, national, state, municipal, local, or foreign government, any instrumentality, subdivision, court, administrative agency or commission, or other governmental authority, or any quasi-governmental or private body exercising any regulatory or other governmental or quasi-governmental authority (a "**Governmental Entity**") is required to be obtained or made by the Company in connection with the execution, delivery, and performance by the Company of this Agreement or the consummation by the Company of the Mergers and other transactions contemplated hereby, except for the filing of the First Certificate of Merger and Second Certificate of Merger with the Secretary of State of the State of Delaware.

(d) Board Approval. The Company Board, by resolutions duly adopted by a unanimous vote at a meeting of all directors of the Company duly called and held and, not subsequently rescinded or modified in any way, has: (i) determined that this Agreement and the transactions contemplated hereby, including the Mergers, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, the Company and the Company's stockholders; (ii) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Mergers, upon the terms and subject to the conditions set forth herein; (iii) directed that this Agreement be submitted to a vote of the Company's stockholders for adoption at the Company Stockholders Meeting; and (iv) resolved to recommend that Company stockholders vote in favor of adoption of this Agreement in accordance with the DGCL (collectively, the "**Company Board Recommendation**").

Section 3.04 Financial Statements; Undisclosed Liabilities.

(a) Financial Statements. Complete copies of the Company's unaudited financial statements consisting of the balance sheet of the Company as of December 31st for each of the calendar years 2023 and 2024 and the related statements of income and retained earnings, stockholders' equity and cash flow for the calendar years then ended (collectively, the "**Financial Statements**"), are included in Section 3.04(a) of the Company Disclosure Letter. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved. The Financial Statements are based on the books and records of the Company, and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. Included in Section 3.04(a) of the Company Disclosure Letter is the balance sheet of the Company as of February 28, 2025 (such balance sheet is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**"). The Company maintains a standard system of accounting established and administered in accordance with GAAP.

(b) Undisclosed Liabilities. The Company has no Liabilities except (i) those which are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date, and (ii) those which have been incurred in the Ordinary Course of Business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 3.05 Absence of Certain Changes or Events. Since the Balance Sheet Date, except as set forth in Section 3.05 of the Company Disclosure Letter, the business of the Company has been conducted in the Ordinary Course of Business consistent with past practice, and there has not been, with respect to the Company, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of any of the Company Charter Documents;

(c) split, combination or reclassification of any shares of its capital stock;

(d) issuance, sale or other disposition of any of its capital stock, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its capital stock;

(e) declaration or payment of any dividends or distributions on or in respect of any of its capital stock or redemption, purchase or acquisition of its capital stock;

(f) material change in any method of accounting or accounting practice of the Company, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(g) material change in the Company's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(h) entry into any Contract that would constitute a Material Contract;

(i) incurrence, assumption or guarantee of any Indebtedness except unsecured current obligations and Liabilities incurred in the Ordinary Course of Business consistent with past practice;

(j) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;

(k) transfer or assignment of or grant of any license or sublicense under or with respect to any Company Intellectual Property or Company IP Agreements;

(l) abandonment or lapse of or failure to maintain in full force and effect any Company IP Registration, or failure to take or maintain reasonable measures to protect the confidentiality or value of any Trade Secrets included in the Company Intellectual Property;

(m) material damage, destruction or loss (whether or not covered by insurance) to its property;

(n) capital investment in, or loan to, any other Person;

(o) acceleration, termination, material modification to or cancellation of any material Contract (including any Material Contract) to which the Company is a party or by which it is bound;

(p) material capital expenditures;

(q) imposition of any Encumbrance (other than Permitted Encumbrances) upon any of the Company properties, capital stock or assets, tangible or intangible;

(r) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee or any termination of any employees for which the aggregate costs and expenses exceed $100,000, (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant;

(s) (i) hiring or promoting of any person as or to (as the case may be) an officer, or hiring or promoting any employee below officer except to fill a vacancy in the Ordinary Course of Business; or (ii) adoption, modification or termination of any employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant;

(t) loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its stockholders or current or former directors, officers and employees;

(u) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(v) except for the Mergers, adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(w) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of $50,000, individually (in the case of a lease, per annum) or $100,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the Ordinary Course of Business consistent with past practice;

(x) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;

(y) action by the Company to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset of Parent in respect of any Post-Closing Tax Period; or

(z) contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.06 Taxes.

(a) Tax Returns and Payment of Taxes. The Company Entities have duly and timely filed or caused to be filed (taking into account any valid extensions) all material Tax Returns required to be filed by them. Such Tax Returns are true, complete, and correct in all material respects. Neither Company nor any Lumina Entity is currently the beneficiary of any extension of time within which to file any Tax Return other than extensions of time to file Tax Returns obtained in the Ordinary Course of Business consistent with past practice. All material Taxes due and owing by the Company or any Lumina Entity (whether or not shown on any Tax Return) have been timely paid or, where payment is not yet due, the Company has made an adequate provision for such Taxes in the Financial Statements.

(b) Withholding. The Company and the Lumina Entities have withheld and timely paid each material Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, customer, stockholder, or other party (including, without limitation, withholding of Taxes pursuant to Sections 1441 and 1442 of the Code or similar provisions under any state, local, and foreign Laws), and materially complied with all information reporting and backup withholding provisions of applicable Law.

(c) Liens. There are no Liens for material Taxes upon the assets of the Company or any Lumina Entity other than for current Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings and for which adequate reserves has been made.

(d) Tax Deficiencies and Audits. No deficiency for any material amount of Taxes which has been proposed, asserted, or assessed in writing by any taxing authority against the Company or any Lumina Entity remains unpaid. There are no waivers or extensions of any statute of limitations currently in effect with respect to Taxes of the Company or any Lumina Entity. There are no audits, suits, proceedings, investigations, claims, examinations, or other administrative or judicial proceedings ongoing or pending with respect to any material Taxes of the Company or any Lumina Entity.

(e) Tax Jurisdictions. No claim has ever been made in writing by any taxing authority in a jurisdiction where the Company and the Lumina Entities do not file Tax Returns that the Company or any Lumina Entity is or may be subject to Tax in that jurisdiction.

(f) Tax Rulings. Neither the Company nor any Lumina Entity has requested or is the subject of or bound by any private letter ruling, technical advice memorandum, or similar ruling or memorandum with any taxing authority with respect to any material Taxes, nor is any such request outstanding.

(g) Consolidated Groups, Transferee Liability, and Tax Agreements. Neither Company nor any Lumina Entity: (i) has been a member of a group filing Tax Returns on a consolidated, combined, unitary, or similar basis; (ii) has any material liability for Taxes of any Person (other than the Company) under Treasury Regulation Section 1.1502-6 (or any comparable provision of local, state, or foreign Law), as a transferee or successor, by Contract, or otherwise; or (iii) is a party to, bound by, or has any material Liability under any Tax sharing, allocation, or indemnification agreement or arrangement (other than customary Tax indemnifications contained in credit or other commercial agreements the primary purpose of which agreements does not relate to Taxes).

(h) Post-Closing Tax Items. The Company and the Lumina Entities will not be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any: (i) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local, or foreign income Tax Law) executed on or prior to the Closing Date; (ii) installment sale or open transaction disposition made on or prior to the Closing Date; or (iii) income under Section 965(a) of the Code, including as a result of any election under Section 965(h) of the Code with respect thereto.

(i) Section 355. Neither Company nor any Lumina Entity has been a "distributing corporation" or a "controlled corporation" in connection with a distribution described in Section 355 of the Code.

(j) Reportable Transactions. Neither Company nor any Lumina Entity has been a party to, or a material advisor with respect to, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(k) Intended Tax Treatment. Neither the Company nor any Lumina Entity has taken or agreed to take any action, and to the Knowledge of the Company there exists no fact or circumstance, that is reasonably likely to prevent or impede the Mergers from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 3.07 Intellectual Property.

(a) Scheduled Company-Owned IP. Section 3.07(a) of the Company Disclosure Letter contains a true and complete list, specifying as to each as applicable, the name of the current owners, jurisdictions, and application or registration number, as of the date hereof, of all: (i) Company-Owned IP that is the subject of any issuance, registration, certificate, application, or other filing by, to or with any Governmental Entity or authorized private registrar, including patents, patent applications, trademark registrations and pending applications for registration, copyright registrations and pending applications for registration, and internet domain name registrations; and (ii) material unregistered Company-Owned IP.

(b) Right to Use; Title. The Company is the sole and exclusive owner of all right, title, and interest in and to the Company-Owned IP, and has the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of the business of the Company as currently conducted and as proposed to be conducted ("**Company IP**"), in each case, free and clear of all Liens other than Permitted Liens, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Validity and Enforceability. The Company's rights in the Company-Owned IP are valid, subsisting, and enforceable, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company has taken reasonable steps to maintain the Company IP and to protect and preserve the confidentiality of all trade secrets included in the Company IP, except where the failure to take such actions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Non-Infringement. Except as would not be reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect: (i) the conduct of the businesses of the Company has not infringed, misappropriated, or otherwise violated, and is not infringing, misappropriating, or otherwise violating, any Intellectual Property of any other Person; and (ii) to the Knowledge of the Company, no third party is infringing upon, violating, or misappropriating any Company IP.

(e) IP Legal Actions and Orders. There are no Legal Actions pending or, to the Knowledge of the Company, threatened: (i) alleging any infringement, misappropriation, or violation by the Company of the Intellectual Property of any Person; or (ii) challenging the validity, enforceability, or ownership of any Company-Owned IP or the Company's rights with respect to any Company IP, in each case except for such Legal Actions that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company is not subject to any outstanding Order that restricts or impairs the use of any Company-Owned IP, except where compliance with such Order would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(f) Company IT Systems. In the past twelve months, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including any cyberattack, or other impairment of the Company IT Systems, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The applicable Company Entity has taken all reasonable best effort steps to safeguard the confidentiality, availability, security, and integrity of the Company IT Systems, including implementing and maintaining appropriate backup, disaster recovery, and software and hardware support arrangements, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(g) Privacy and Data Security. The Company is in compliance with all applicable Laws and all internal or publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the Company's businesses, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. In the past twelve months, no Company Entity has: (i) experienced any actual, alleged, or suspected data breach or other security incident involving personal information in their possession or control; or (ii) been subject to or received any notice of any audit, investigation, complaint, or other Legal Action by any Governmental Entity or other Person concerning any Company Entity's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, and to the Company's Knowledge, there are no facts or circumstances that could reasonably be expected to give rise to any such Legal Action, in each case except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.08 Compliance; Permits.

(a) Compliance. Each Company Entity is and, since January 1, 2023, has been in material compliance with, all Laws or Orders applicable to such Company Entity or by which such Company Entity or any of its businesses or properties is bound. Since January 1, 2023, no Governmental Entity has issued any notice or notification stating that any Company Entity is not in compliance with any Law in any material respect.

(b) Permits. The Company holds, to the extent necessary to operate its businesses as such businesses are being operated as of the date hereof, all permits, licenses, registrations, variances, clearances, consents, commissions, franchises, exemptions, Orders, authorizations, and approvals from Governmental Entities (collectively, "**Permits**"), except for any Permits for which the failure to obtain or hold would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No suspension, cancellation, non-renewal, or adverse modifications of any Permits of the Company is pending or, to the Knowledge of the Company, threatened, except for any such suspension or cancellation which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each Company Entity is and, since January 1, 2023, has been in compliance with the terms of all Permits, except where the failure to be in such compliance would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.09 Litigation. There is no Legal Action pending, or to the Knowledge of the Company, threatened against any Company Entity or its respective properties or assets or, to the Knowledge of the Company, any officer or director of the Company in their capacities as such other than any such Legal Action that: (a) does not involve an amount in controversy in excess of $100,000; and (b) does not seek material injunctive or other material non-monetary relief. None of the Company or any of its properties or assets is subject to any order, writ, assessment, decision, injunction, decree, ruling, or judgment of a Governmental Entity, arbitrator, or other tribunal, whether temporary, preliminary, or permanent ("Order"), which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.10 Brokers' and Finders' Fees. The Company has not incurred, nor will it incur, directly or indirectly, any liability for investment banker, brokerage, or finders' fees or agents' commissions, or any similar charges in connection with this Agreement or any transaction contemplated by this Agreement.

Section 3.11 Employee Issues.

(a) Schedule. Section 3.11(a) of the Company Disclosure Letter contains a true and complete list, as of the date hereof, of each plan, program, policy, agreement, collective bargaining agreement, or other arrangement providing for compensation, severance, deferred compensation, performance awards, stock or stock-based awards, retirement, health, major medical, dental, life insurance, death, accidental death & dismemberment, disability, fringe (including under Section 132 of the Code), or wellness benefits, or other employee benefits or remuneration of any kind, including each employment, termination, severance, retention, change in control, or consulting or independent contractor plan, program, arrangement, or agreement, in each case whether written or unwritten or otherwise, funded or unfunded, insured or self-insured, including each "employee benefit plan," within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, which is or has been sponsored, maintained, contributed to, or required to be contributed to, by any Company Entity for the benefit of any current or former employee, independent contractor, consultant, or director of such Company Entity (each, a "**Company Employee**"), or with respect to which the Company or any Company ERISA Affiliate has or may have any Liability (collectively, the "**Company Employee Plans**").

(b) Documents. The Company has made available to Parent correct and complete copies (or, if a plan or arrangement is not written, a written description) of all Company Employee Plans and amendments thereto, and, to the extent applicable: (i) all related trust agreements, funding arrangements, insurance contracts, and service provider agreements now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (ii) the most recent determination letter received regarding the tax-qualified status of each Company Employee Plan; (iii) the most recent financial statements for each Company Employee Plan; (iv) the Form 5500 Annual Returns/Reports and Schedules for the most recent plan year for each Company Employee Plan; (v) the current summary plan description and any related summary of material modifications and, if applicable, summary of benefits and coverage, for each Company Employee Plan; and (vi) all actuarial valuation reports related to any Company Employee Plans.

(c) Employee Plan Compliance. (i) Each Company Employee Plan has been established, administered, and maintained in all material respects in accordance with its terms and in material compliance with applicable Laws, including but not limited to ERISA and the Code; (ii) all the Company Employee Plans that are intended to be qualified under Section 401(a) of the Code are so qualified and have received timely determination letters from the IRS and no such determination letter has been revoked nor, to the Knowledge of the Company, has any such revocation been threatened, or with respect to a pre-approved plan, can rely on an opinion letter from the IRS to the pre-approved plan sponsor, to the effect that such qualified retirement plan and the related trust are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and to the Knowledge of the Company no circumstance exists that is likely to result in the loss of such qualified status under Section 401(a) of the Code; (iii) the Company, where applicable, have timely made all contributions, benefits, premiums, and other payments required by and due under the terms of each Company Employee Plan and applicable Law and accounting principles, and all benefits accrued under any unfunded Company Employee Plan have been paid, accrued, or otherwise adequately reserved to the extent required by, and in accordance with GAAP; (iv) except to the extent limited by applicable Law, each Company Employee Plan can be amended, terminated, or otherwise discontinued after the Effective Time in accordance with its terms, without material liability to Parent or any Company Entity (other than ordinary administration expenses and in respect of accrued benefits thereunder); and (v) there are no investigations, audits, inquiries, enforcement actions, or Legal Actions pending or, to the Knowledge of the Company, threatened by the IRS, U.S. Department of Labor, U.S. Department of Health and Human Services, Equal Employment Opportunity Commission, or any similar Governmental Entity or subagency with respect to any Company Employee Plan.

(d) Plan Liabilities. Neither the Company nor any Company ERISA Affiliate has: (i) incurred or reasonably expects to incur, either directly or indirectly, any liability under Title I or Title IV of ERISA, or related provisions of the Code or foreign Law relating to any Company Employee Plan and nothing has occurred that could reasonably be expected to constitute grounds under Title IV of ERISA to terminate, or appoint a trustee to administer, any Company Employee Plan; (ii) except for payments of premiums to the Pension Benefit Guaranty Corporation ("**PBGC**") which have been timely paid in full, not incurred any liability to the PBGC in connection with any Company Employee Plan covering any active, retired, or former employees or directors of the Company or any Company ERISA Affiliate, including, without limitation, any liability under Sections 4069 or 4212(c) of ERISA or any penalty imposed under Section 4071 of ERISA, or ceased operations at any facility, or withdrawn from any such Company Employee Plan in a manner that could subject it to liability under Sections 4062, 4063 or 4064 of ERISA; (iii) failed to satisfy the health plan compliance requirements under the Affordable Care Act, including the employer mandate under Section 4980H of the Code and related information reporting requirements; (iv) failed to comply with Sections 601 through 608 of ERISA and Section 4980B of the Code, regarding the health plan continuation coverage requirements under COBRA; or (v) failed to comply with the privacy, security, and breach notification requirements under HIPAA.

(e) Certain Company Employee Plans. With respect to each Company Employee Plan:

(i) no such plan is a "multiemployer plan" within the meaning of Section 3(37) of ERISA or a "multiple employer plan" within the meaning of Section 413(c) of the Code and neither the Company nor any of its Company ERISA Affiliates has now or at any time within the previous three years contributed to, sponsored, maintained, or had any liability or obligation in respect of any such multiemployer plan or multiple employer plan;

(ii) no Legal Action has been initiated by the PBGC to terminate any such Company Employee Plan or to appoint a trustee for any such Company Employee Plan;

(iii) no Company Employee Plan is subject to the minimum funding standards of Section 302 of ERISA or Sections 412, 418(b), or 430 of the Code, and none of the assets of the Company or any Company ERISA Affiliate is, or may reasonably be expected to become, the subject of any lien arising under Section 303 of ERISA or Sections 430 or 436 of the Code; and

(iv) no "reportable event," as defined in Section 4043 of ERISA, has occurred, or is reasonably expected to occur, with respect to any such Company Employee Plan.

(f) No Post-Employment Obligations. No Company Employee Plan provides post-termination or retiree health benefits to any person for any reason, except as may be required by COBRA or other applicable Law, and neither the Company nor any Company ERISA Affiliate has any Liability to provide post-termination or retiree health benefits to any person or ever represented, promised, or contracted to any Company Employee (either individually or to Company Employees as a group) or any other person that such Company Employee(s) or other person would be provided with post-termination or retiree health benefits, except to the extent required by COBRA or other applicable Law.

(g) Health Plan Compliance. The Company complies in all material respects with the applicable requirements under ERISA and the Code, including COBRA, HIPAA, and the Affordable Care Act, and other federal requirements for employer-sponsored health plans, and any corresponding requirements under state statutes, with respect to each Company Employee Plan that is a group health plan within the meaning of Section 733(a) of ERISA, Section 5000(b)(1) of the Code, or such state statute.

(h) Effect of Transaction. Neither the execution nor delivery of this Agreement, the consummation of the Mergers, nor any of the other transactions contemplated by this Agreement will (either alone or in combination with any other event): (i) entitle any current or former director, employee, contractor, or consultant of the Company to severance pay or any other payment; (ii) accelerate the timing of payment, funding, or vesting, or increase the amount of compensation due to any such individual; (iii) limit or restrict the right of the Company to merge, amend, or terminate any Company Employee Plan; or (iv) increase the amount payable or result in any other material obligation pursuant to any Company Employee Plan. No amount that could be received (whether in cash or property or the vesting of any property) as a result of the consummation of the transactions contemplated by this Agreement by any employee, director, or other service provider of the Company under any Company Employee Plan or otherwise would not be deductible by reason of Section 280G of the Code nor would be subject to an excise tax under Section 4999 of the Code.

(i) Employment Law Matters. Each Company Entity is in compliance with all applicable Laws and agreements regarding hiring, employment, termination of employment, plant closing and mass layoff, employment discrimination, harassment, retaliation, and reasonable accommodation, leaves of absence, terms and conditions of employment, wages and hours of work, where the failure to be in compliance with the foregoing would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(j) Labor. No Company Entity is party to, or subject to, any collective bargaining agreement or other agreement with any labor organization, work council, or trade union with respect to any of its or their operations. No material work stoppage, slowdown, or labor strike against any Company Entity with respect to employees who are employed within the United States is pending, threatened, or has occurred.

Section 3.12 Real Property Matters. No Company Entity (i) owns any land, buildings, structures, fixtures, and improvements located thereon or all easements, rights of way, and appurtenances relating thereto, or (ii) is a party to any lease, sublease, license, concession, or other agreement (written or oral) under which any Company Entity holds any leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real estate.

Section 3.13 Environmental Matters. Except for such matters as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Compliance with Environmental Laws. The Company Entities are, and have been, in compliance with all Environmental Laws, which compliance includes the possession, maintenance of, compliance with, or application for, all Permits required under applicable Environmental Laws for the operation of the business of the Company as currently conducted.

(b) No Disposal, Release, or Discharge of Hazardous Substances. No Company Entity has disposed of, released, or discharged any Hazardous Substances on, at, under, in, or from any real property currently or, to the Knowledge of the Company, formerly owned, leased, or operated by any Company Entity or at any other location that is: (i) currently subject to any investigation, remediation, or monitoring; or (ii) reasonably likely to result in Liability to such Company Entity, in either case of (i) or (ii) under any applicable Environmental Laws.

(c) No Production or Exposure of Hazardous Substances. No Company Entity has: (i) produced, processed, manufactured, generated, transported, treated, handled, used, or stored any Hazardous Substances, except in compliance with

Environmental Laws, at any Real Estate; or (ii) exposed any employee or any third party to any Hazardous Substances under circumstances reasonably expected to give rise to any material Liability or obligation under any Environmental Law.

Section 3.14 Material Contracts.

(a) Material Contracts. For purposes of this Agreement, "**Material Contract**" shall mean the following to which the Company is a party or any of the respective assets are bound:

(i) any employment or consulting Contract (in each case with respect to which the Company has continuing obligations as of the date hereof) with any current or former (A) officer of the Company, (B) member of the Company Board, or (C) Company Employee providing for an annual base salary or payment in excess of $150,000;

(ii) any Contract providing for indemnification or any guaranty by the Company, in each case that is material to the Company taken as a whole, other than (A) any Contract that was entered into in the Ordinary Course of Business pursuant to or in connection with a customer Contract, or (B) any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the Ordinary Course of Business;

(iii) any Contract that purports to limit in any material respect the right of the Company (or, at any time after the consummation of the First Merger or Second Merger, Parent or any of its Subsidiaries) (A) to engage in any line of business, (B) compete with any Person or solicit any client or customer, or (C) operate in any geographical location;

(iv) any Contract relating to the disposition or acquisition, directly or indirectly (by merger, sale of stock, sale of assets, or otherwise), by the Company after the date of this Agreement of assets or capital stock or other equity interests of any Person, (A) with a fair market value or aggregate consideration under such Contract in excess of $100,000 or (B) pursuant to which the Company has a continuing material earn-out or other contingent payment obligation or any material indemnification obligation;

(v) any Contract that grants any right of first refusal, right of first offer, or similar right with respect to any material assets, rights, or properties of the Company;

(vi) any Contract that contains any provision that requires the purchase of all or a material portion of the Company's requirements for a given product or service from a given third party, which product or service is material to the Company, taken as a whole;

(vii) any partnership, joint venture, limited liability company agreement, or similar Contract relating to the formation, creation, operation, management, or control of any material joint venture, partnership, or limited liability company, other than any such Contract solely between the Company and another Company Entity;

(viii) any mortgages, indentures, guarantees, loans, or credit agreements, security agreements, or other Contracts, in each case relating to indebtedness for borrowed money, whether as borrower or lender, other than (A) accounts receivables and payables, and (B) loans to Company Entities;

(ix) any Company IP Agreement, other than licenses for shrinkwrap, clickwrap, or other similar commercially available off-the-shelf software that has not been modified or customized by a third party for the Company;

(x) any Contract that is a settlement or similar Contract involving payments by the Company after Closing in excess of $100,000 in the aggregate, or any injunctive relief or similar equitable obligations that impose material restrictions on the Company;

(xi) any other Contract under which the Company is obligated to make payment or incur costs in excess of $100,000 in any year and which is not otherwise described in clauses (i)–(xiii) above; or

(xii) any Contract which is not otherwise described in clauses (i)-(xiv) above that is material to the Company, taken as a whole.

(b) Schedule of Material Contracts; Documents. Section 3.14(b) of the Company Disclosure Letter sets forth a true and complete list as of the date hereof of all Material Contracts. The Company has made available to Parent correct and complete copies of all Material Contracts, including any amendments thereto.

(c) No Breach. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) all the Material Contracts are legal, valid and binding on the Company, enforceable against it in accordance with its terms, and is in full force and effect; (ii) neither the Company nor any Lumina Entity nor, to the Knowledge of the Company, any third party has violated any provision of, or failed to perform any obligation required under the provisions of, any Material Contract; and (iii) neither the Company nor any Lumina Entity nor, to the Knowledge of the Company, any third party is in breach or default, or has received written notice of breach or default, of any Material Contract. No event has occurred that, with notice or lapse of time or both, would constitute such a breach or default pursuant to any Material Contract by the Company or any Lumina Entity, or, to the Knowledge of the Company, any other party thereto, and, as of the date of this Agreement, neither the Company nor any Lumina Entity has received written notice of the foregoing or from the counterparty to any Material Contract (or, to the Knowledge of the Company, any of such counterparty's Affiliates) regarding an intent to terminate, cancel, or modify any Material Contract (whether as a result of a change of control or otherwise).

Section 3.15 Clients. Section 3.15 of the Company Disclosure Letter sets forth the top 10 clients of the Company Entities by dollar earned on an accrual basis for calendar year 2024 (the "**Major Clients**"). The relationships of the applicable Company Entity and Major Clients are commercial working relationships and neither the Company nor any Lumina Entity is engaged in any dispute with any of its Major Clients. Since January 1, 2023, (a) no Major Client has made any claims, disputes, complaints, suits or proceedings, or threatened in writing to make or file any such claims, disputes, complaints, suits or proceedings, arising out of any services rendered by the Company or any Lumina Entity or otherwise, and (b) no Major Client has canceled, terminated or otherwise modified its relationship with the Company or any Lumina Entity, or decreased materially or limited its relationship with the Company or any Lumina Entity.

Section 3.16 Insurance. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all insurance policies maintained by the Company are in full force and effect and provide insurance in such amounts and against such risks as the Company reasonably has determined to be prudent, taking into account the industries in which the Company operates, and as is sufficient to comply with applicable Law. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company is not in breach or default, and the Company has not taken any action or failed to take any action which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification of, any of such insurance policies. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and to the Knowledge of the Company: (a) no insurer of any such policy has been declared insolvent or placed in receivership, conservatorship, or liquidation; and (b) no notice of cancellation or termination, other than pursuant to the expiration of a term in accordance with the terms thereof, has been received with respect to any such policy.

Section 3.17 Anti-Corruption Matters. Since January 1, 2023, none of the Company, any Lumina Entity or any director, officer or, to the Knowledge of the Company, employee or agent of the Company has: (a) used any funds for unlawful contributions, gifts, entertainment, or other unlawful payments relating to an act by any Governmental Entity; (b) made any unlawful payment to any foreign or domestic government official or employee or to any foreign or domestic political party or campaign or violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (c) made any other unlawful payment under any applicable Law relating to anti-corruption, bribery, or similar matters. Since January 1, 2023, the Company has not disclosed to any Governmental Entity that it violated or may have violated any Law relating to anti-corruption, bribery, or similar matters. To the Knowledge of the Company, no Governmental Entity is investigating, examining, or reviewing the Company's compliance with any applicable provisions of any Law relating to anti-corruption, bribery, or similar matters.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUBS

Except: (a) as disclosed in the Parent SEC Documents as of the date hereof and that is reasonably apparent on the face of such disclosure to be applicable to the representation and warranty set forth herein (other than any disclosures contained or referenced therein under the captions "Risk Factors," "Forward-Looking Statements," and any other disclosures contained or referenced therein of information, factors, or risks that are predictive, cautionary, or forward-looking in nature); or (b) as set forth in the correspondingly

numbered Section of the Parent Disclosure Letter, Parent and the Merger Subs hereby jointly and severally represent and warrant to the Company as follows:

Section 4.01 Organization; Standing and Power; Charter Documents; Subsidiaries.

(a) Organization; Standing and Power. Each of Parent and its Subsidiaries is a corporation, limited liability company, or other legal entity duly organized, validly existing, and in good standing (to the extent that the concept of "good standing" is applicable in such jurisdiction) under the Laws of its jurisdiction of organization, and has the requisite corporate, limited liability company, or other organizational, as applicable, power and authority to own, lease, and operate its assets and to carry on its business as now conducted. Each of Parent and its Subsidiaries is duly qualified or licensed to do business as a foreign corporation, limited liability company, or other legal entity and is in good standing (to the extent that the concept of "good standing" is applicable in such jurisdiction) in each jurisdiction where the character of the assets and properties owned, leased, or operated by it or the nature of its business makes such qualification or license necessary, except where the failure to be so qualified or licensed or to be in good standing, would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Charter Documents. The copies of the Certificate of Incorporation and By-Laws of Parent as most recently filed with the Parent SEC Documents are true, correct, and complete copies of such documents as in effect as of the date of this Agreement. Parent has delivered or made available to the Company a true and correct copy of the Charter Documents of Merger Sub and Merger Sub LLC. Neither Parent nor either of the Merger Subs is in violation of any of the provisions of its Charter Documents.

(c) Subsidiaries. All of the outstanding shares of capital stock of, or other equity or voting interests in, each Subsidiary of Parent have been validly issued and are owned by Parent, directly or indirectly, free of pre-emptive rights, are fully paid and non-assessable, and are free and clear of all Liens, including any restriction on the right to vote, sell, or otherwise dispose of such capital stock or other equity or voting interests, except for any Liens: (i) imposed by applicable securities Laws; or (ii) arising pursuant to the Charter Documents of any non-wholly owned Subsidiary of Parent. Except for the capital stock of, or other equity or voting interests in, its Subsidiaries, Parent does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any Person.

Section 4.02 Capital Structure.

(a) Capital Stock. The authorized capital stock of Parent consists of: 500,000,000 shares of Parent Common Stock, par value $0.0001 per share. As of the date of the Parent Disclosure Letter, the issued and outstanding equity interests of Parent are set forth on Section 4.02(a) of the Parent Disclosure Letter. All of the outstanding shares of capital stock of Parent are, and all shares of capital stock of Parent which may be issued as contemplated or permitted by this Agreement, including the Parent Shares constituting the Stock Consideration, will be, when issued, duly authorized, validly issued, fully paid, and non-assessable, and not subject to any pre-emptive rights. No Subsidiary of Parent owns any shares of Parent Common Stock.

(b) Stock Awards.

(i) Section 4.02(b) of the Parent Disclosure Letter sets forth (A) the shares of Parent Common Stock reserved for issuance pursuant to Parent Equity Awards not yet granted under the Parent Stock Plan as of the date of the Parent Disclosure Letter; (B) the shares of Parent Common Stock reserved for issuance pursuant to outstanding Parent Stock Options, and (C) the shares of Parent Common Stock outstanding as restricted stock awards, subject to vesting requirements. All shares of Parent Common Stock subject to issuance under the Parent Stock Plans upon issuance in accordance with the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid, and non-assessable.

(ii) Other than the Parent Equity Awards, as of the date hereof, there are no outstanding (A) securities of Parent or any of its Subsidiaries convertible into or exchangeable for Parent Voting Debt or shares of capital stock of Parent, (B) options, warrants, or other agreements or commitments to acquire from Parent or any of its Subsidiaries, or obligations of Parent or any of its Subsidiaries to issue, any Parent Voting Debt or shares of capital stock of (or securities convertible into or exchangeable for shares of capital stock of) Parent, or (C) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock, or

similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital stock of Parent, in each case that have been issued by Parent or its Subsidiaries (the items in clauses (A), (B), and (C), together with the capital stock of Parent, being referred to collectively as "**Parent Securities**"). All outstanding shares of Parent Common Stock, all outstanding Parent Equity Awards, and all outstanding shares of capital stock, voting securities, or other ownership interests in any Subsidiary of Parent, have been issued or granted, as applicable, in compliance in all material respects with all applicable securities Laws.

(iii) As of the date hereof, there are no outstanding Contracts requiring Parent or any of its Subsidiaries to repurchase, redeem, or otherwise acquire any Parent Securities or Parent Subsidiary Securities. Neither Parent nor any of its Subsidiaries is a party to any voting agreement with respect to any Parent Securities or Parent Subsidiary Securities.

(c) Voting Debt. No bonds, debentures, notes, or other indebtedness issued by Parent or any of its Subsidiaries: (i) having the right to vote on any matters on which stockholders or equity holders of Parent or any of its Subsidiaries may vote (or which is convertible into, or exchangeable for, securities having such right); or (ii) the value of which is directly based upon or derived from the capital stock, voting securities, or other ownership interests of Parent or any of its Subsidiaries, are issued or outstanding (collectively, "**Parent Voting Debt**").

(d) Parent Subsidiary Securities. As of the date hereof, there are no outstanding: (i) securities of Parent or any of its Subsidiaries convertible into or exchangeable for Parent Voting Debt, capital stock, voting securities, or other ownership interests in any Subsidiary of Parent; (ii) options, warrants, or other agreements or commitments to acquire from Parent or any of its Subsidiaries, or obligations of Parent or any of its Subsidiaries to issue, any Parent Voting Debt, capital stock, voting securities, or other ownership interests in (or securities convertible into or exchangeable for capital stock, voting securities, or other ownership interests in) any Subsidiary of Parent; or (iii) restricted shares, restricted stock units, stock appreciation rights, performance shares, profit participation rights, contingent value rights, "phantom" stock, or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock or voting securities of, or other ownership interests in, any Subsidiary of Parent, in each case that have been issued by a Subsidiary of Parent (the items in clauses (i), (ii), and (iii), together with the capital stock, voting securities, or other ownership interests of such Subsidiaries, being referred to collectively as "**Parent Subsidiary Securities**").

Section 4.03 Authority; Non-Contravention; Governmental Consents; Board Approval.

(a) Authority. Each of Parent, Merger Sub Corp, and Merger Sub LLC has all requisite corporate power or limited liability power, as applicable, and authority to enter into and to perform its obligations under this Agreement and, subject to, in the case of the consummation of the Mergers: (i) the adoption of this Agreement by Parent as the sole stockholder of Merger Sub and sole member of Merger Sub LLC; and (ii) the need to obtain the affirmative vote or consent of a majority of the outstanding shares of the Parent Common Stock to the issuance of Parent Shares hereunder (the "**Requisite Parent Vote**"), to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Parent, Merger Sub Corp, and Merger Sub LLC and the consummation by Parent, Merger Sub Corp, and Merger Sub LLC of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or limited liability action, as applicable, on the part of Parent, Merger Sub Corp, and Merger Sub LLC and no other corporate or limited liability proceedings, as applicable, on the part of Parent, Merger Sub Corp, or Merger Sub LLC are necessary to authorize the execution and delivery of this Agreement or to consummate the Mergers, the issuance of Parent Shares hereunder, and the other transactions contemplated by this Agreement, subject only, in the case of consummation of the Mergers, to: (i) the adoption of this Agreement by Parent as the sole stockholder of Merger Sub Corp and sole member of Merger Sub LLC; and (ii) the need to obtain the Requisite Parent Vote. This Agreement has been duly executed and delivered by Parent, Merger Sub Corp, and Merger Sub LLC and, assuming due execution and delivery by the Company, constitutes the legal, valid, and binding obligation of Parent, Merger Sub Corp, and Merger Sub LLC, enforceable against Parent, Merger Sub Corp, and Merger Sub LLC in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, and other similar Laws affecting creditors' rights generally and by general principles of equity.

(b) Non-Contravention. The execution, delivery, and performance of this Agreement by Parent and Merger Subs and the consummation by Parent and Merger Subs of the transactions contemplated by this Agreement, do not and will not: (i) contravene or conflict with, or result in any violation or breach of, Parent's or either of the Merger Subs' Charter Documents; (ii) assuming that all of the Consents contemplated by clauses (i) through (v) of Section 4.03(c) have been obtained or made, and in the case of the consummation of the First Merger, obtaining the Requisite Parent Vote, conflict with or violate any Law applicable to Parent or either of the Merger Subs or any of their respective properties or assets; (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in Parent's or any of its Subsidiaries' loss of any benefit or the imposition of any additional payment or other liability under, or alter the rights or obligations of any third party under, or give to any third party any rights of termination, amendment, acceleration, or cancellation, or require any Consent under, any Contract to which Parent or any of its Subsidiaries is a party or otherwise bound as of the date hereof; or (iv) result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets of Parent or any of its Subsidiaries, except, in the case of each of clauses (ii), (iii), and (iv), for any conflicts, violations, breaches, defaults, loss of benefits, additional payments or other liabilities, alterations, terminations, amendments, accelerations, cancellations, or Liens that, or where the failure to obtain or make any Consents, in each case, would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(c) Governmental Consents. No Consent of any Governmental Entity is required to be obtained or made by Parent or Merger Subs in connection with the execution, delivery, and performance by Parent and Merger Subs of this Agreement or the consummation by Parent and Merger Subs of the Mergers, the issuance of Parent Shares hereunder, and the other transactions contemplated hereby, except for: (i) the filing of the First Certificate of Merger and Second Certificate of Merger with the Secretary of State of the State of Delaware; (ii) the filing with the Securities and Exchange Commission ("**SEC**") of such reports under the Exchange Act as may be required in connection with this Agreement, the Mergers, and the other transactions contemplated by this Agreement; (iii) such Consents as may be required under applicable state securities or "blue sky" Laws and the securities Laws of any foreign country or the rules and regulations of Nasdaq; and (iv) such other Consents which if not obtained or made would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Mergers and the other transactions contemplated by this Agreement are not subject to Consents under (1) the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**") or (2) any other Antitrust Laws.

(d) Board Approval.

(i) The Parent Board, by resolutions duly adopted by a unanimous vote at a meeting of all directors of Parent duly called and held or pursuant to unanimous written consent, and not subsequently rescinded or modified in any way, has (A) determined that this Agreement and the transactions contemplated hereby, including the Mergers, and the issuance of Parent Shares hereunder, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, Parent and the Parent's stockholders, (B) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Mergers and the issuance of Parent Shares hereunder, upon the terms and subject to the conditions set forth herein, (C) directed that the issuance of Parent Shares hereunder be submitted to a vote of the Parent's stockholders for adoption at a duly called meeting or via majority written consent, pursuant to Parent's governing documents, and (D) resolved to recommend that Parent's stockholders vote in favor of approval of the issuance of Parent Shares hereunder (collectively, the "**Parent Board Recommendation**").

(ii) The Merger Sub Corp Board by resolutions duly adopted by a unanimous vote at a meeting of all directors of Merger Sub duly called and held or pursuant to unanimous written consent, and not subsequently rescinded or modified in any way, has (A) determined that this Agreement and the transactions contemplated hereby, including the Mergers, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, Merger Sub and Parent, as the sole stockholder of Merger Sub Corp, (B) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Mergers, upon the terms and subject to the conditions set forth herein, and (C) resolved to recommend that Parent, as the sole stockholder of Merger Sub Corp, approve the adoption of this Agreement in accordance with the DGCL.

(iii) The managers of Merger Sub LLC by resolutions duly adopted by a unanimous vote at a meeting of all the managers of Merger Sub LLC duly called and held or pursuant to unanimous written consent, and not subsequently rescinded or modified in any way, has (A) determined that this Agreement and the transactions contemplated hereby,

including the Mergers, upon the terms and subject to the conditions set forth herein, are fair to, and in the best interests of, Merger Sub LLC and Parent, as the sole member of Merger Sub LLC, (B) approved and declared advisable this Agreement, including the execution, delivery, and performance thereof, and the consummation of the transactions contemplated by this Agreement, including the Mergers, upon the terms and subject to the conditions set forth herein, and (C) resolved to recommend that Parent, as the sole member Merger Sub LLC approve the adoption of this Agreement in accordance with the DLLCA.

Section 4.04 SEC Filings; Financial Statements; Undisclosed Liabilities.

(a) SEC Filings. Parent has timely filed with or furnished to, as applicable, the SEC all registration statements, prospectuses, reports, schedules, forms, statements, and other documents (including exhibits and all other information incorporated by reference) required to be filed or furnished by it with the SEC since February 21, 2025 (the "**Parent SEC Documents**"). True, correct, and complete copies of all the Parent SEC Documents are publicly available in the Electronic Data Gathering, Analysis, and Retrieval database of the SEC ("**EDGAR**"). As of their respective filing dates or, if amended or superseded by a subsequent filing prior to the date hereof, as of the date of the last such amendment or superseding filing (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of the relevant meetings, respectively), each of the Parent SEC Documents complied as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act, and the Sarbanes-Oxley Act, and the rules and regulations of the SEC thereunder applicable to such Parent SEC Documents. None of the Parent SEC Documents, including any financial statements, schedules, or exhibits included or incorporated by reference therein at the time they were filed (or, if amended or superseded by a subsequent filing prior to the date hereof, as of the date of the last such amendment or superseding filing), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. To the Knowledge of Parent, none of the Parent SEC Documents is the subject of ongoing SEC review or outstanding SEC investigation and there are no outstanding or unresolved comments received from the SEC with respect to any of the Parent SEC Documents. None of Parent's Subsidiaries is required to file or furnish any forms, reports, or other documents with the SEC and neither Parent nor any of its Subsidiaries is required to file or furnish any forms, reports, or other documents with any securities regulation (or similar) regime of a non-United States Governmental Entity.

(b) Financial Statements. Each of the consolidated financial statements (including, in each case, any notes and schedules thereto) contained in or incorporated by reference into the Parent SEC Documents: (i) complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto as of their respective dates; (ii) was prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto and, in the case of unaudited interim financial statements, as may be permitted by the SEC for Quarterly Reports on Form 10-Q or other rules and regulations of the SEC); and (iii) fairly presented in all material respects the consolidated financial position and the results of operations and cash flows of Parent and its consolidated Subsidiaries as of the respective dates of and for the periods referred to in such financial statements, subject, in the case of unaudited interim financial statements, to normal and year-end audit adjustments as permitted by the applicable rules and regulations of the SEC (but only if the effect of such adjustments would not, individually or in the aggregate, be material).

(c) Undisclosed Liabilities. The audited balance sheet of Parent dated as of December 31, 2024 contained in the Parent SEC Documents filed prior to the date hereof is hereinafter referred to as the "**Parent Balance Sheet**." Neither Parent nor any of its Subsidiaries has any Liabilities other than Liabilities that: (i) are reflected or reserved against in the Parent Balance Sheet (including in the notes thereto); (ii) were incurred since the date of the Parent Balance Sheet in the Ordinary Course of Business consistent with past practice; (iii) are incurred in connection with the transactions contemplated by this Agreement; or (iv) would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(d) Nasdaq Compliance. Parent is in compliance in all material respects with all of the applicable listing and corporate governance rules of Nasdaq.

Section 4.05 Absence of Certain Changes or Events. Since the date of the Parent Balance Sheet, except in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, (a) the business of Parent

and each of its Subsidiaries has been conducted in all material respects in the Ordinary Course of Business and (b) there has not been or occurred any Parent Material Adverse Effect or any event, condition, change, or effect that could reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.06 Compliance; Permits.

(a) Compliance. Parent and each of its Subsidiaries are and, since January 1, 2023, have been in compliance with, all Laws or Orders applicable to Parent or any of its Subsidiaries or by which Parent or any of its Subsidiaries or any of their respective businesses or properties is bound, except for such non-compliance that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Since January 1, 2023, no Governmental Entity has issued any notice or notification stating that Parent or any of its Subsidiaries is not in compliance with any Law or Order, except where such non-compliance would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

(b) Permits. Parent and its Subsidiaries hold, to the extent necessary to operate their respective businesses as such businesses are being operated as of the date hereof, all Permits except for any Permits for which the failure to obtain or hold would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. No suspension, cancellation, non-renewal, or adverse modifications of any Permits of Parent or any of its Subsidiaries is pending or, to the Knowledge of Parent, threatened, except for any such suspension or cancellation which would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. Parent and each of its Subsidiaries is and, since January 1, 2023, has been in compliance with the terms of all Permits, except where the failure to be in such compliance would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section 4.07 Litigation. There is no Legal Action pending, or to the Knowledge of Parent, threatened against Parent or any of its Subsidiaries or any of their respective properties or assets or, to the Knowledge of Parent, any officer or director of Parent or any of its Subsidiaries in their capacities as such other than any such Legal Action that: (a) does not involve an amount that would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect; and (b) does not seek material injunctive or other material non-monetary relief. None of Parent or any of its Subsidiaries or any of their respective properties or assets is subject to any Order, which would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect. To the Knowledge of Parent, there are no SEC inquiries or investigations, other governmental inquiries or investigations, or internal investigations pending or, to the Knowledge of Parent, threatened, in each case regarding any accounting practices of Parent or any of its Subsidiaries or any malfeasance by any officer or director of Parent.

Section 4.08 Brokers. Neither Parent, Merger Sub Corp, Merger Sub LLC nor any of their respective Affiliates has incurred, nor will it incur, directly or indirectly, any liability for investment banker, brokerage, or finders' fees or agents' commissions, or any similar charges in connection with this Agreement or any transaction contemplated hereby for which the Company would be liable in connection with the Mergers.

Section 4.09 Reserved.

Section 4.10 Ownership of Company Common Stock. Neither Parent nor any of its Affiliates or Associates "owns" (as defined in Section 203(c)(9) of the DGCL) any shares of Company Common Stock.

Section 4.11 Intended Tax Treatment. Neither Parent nor any of its Subsidiaries has taken or agreed to take any action, and to the Knowledge of Parent there exists no fact or circumstance, that is reasonably likely to prevent or impede the Mergers from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 4.12 Financial Capability. Parent has or will have prior to the Effective Time, sufficient funds to pay the aggregate Cash Consideration contemplated by this Agreement and to perform the other obligations of Parent and Merger Subs contemplated by this Agreement.

Section 4.13 Merger Subs. Merger Subs: (a) have engaged in no business activities other than those related to the transactions contemplated by this Agreement; and (b) are direct, wholly owned Subsidiaries of Parent.

ARTICLE V
COVENANTS

Section 5.01 Conduct of the Business of the Company. During the period commencing on the date of this Agreement until the earlier of the termination of this Agreement (in accordance with its terms) or the Effective Time (such Period, the "Interim Period"), the Company shall, except as expressly permitted or contemplated by this Agreement, as required by applicable Law, or with the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned, or delayed), use its commercially reasonable efforts to conduct its business in all material respects in the Ordinary Course of Business consistent with past practice, and, to the extent consistent therewith, the Company shall use its commercially reasonable efforts to preserve substantially intact its business organization, to preserve its present relationships with customers, suppliers, distributors, licensors, licensees, and other Persons having business relationships with it. Without limiting the generality of the foregoing, during the Interim Period, except as otherwise expressly permitted or contemplated by this Agreement, or as required by applicable Law, the Company shall not without the prior written consent of Parent (which consent shall not be unreasonably withheld, conditioned, or delayed) take any action that would cause a breach of the representations set forth in Section 3.05.

Section 5.02 Access to Information; Confidentiality.

(a) Access to Information. During the Interim Period, the Company shall afford to Parent and Parent's Representatives reasonable access, upon reasonable advance notice, at reasonable times and in a manner as shall not unreasonably interfere with the business or operations of the Company, to the officers, employees, accountants, agents, properties, offices, and other facilities and to all books, records, contracts, and other assets of the Company, and the Company shall furnish promptly to Parent such other information concerning the business and properties of the Company as Parent may reasonably request from time to time. The Company shall not be required to provide access to or disclose information where such access or disclosure would jeopardize the protection of attorney-client privilege or contravene any Law (it being agreed that the Parties shall use their commercially reasonable efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention).

(b) Confidentiality. All information provided by any Party to another Party or such Party's Representatives in connection with this Agreement and the consummation of the transactions contemplated hereby shall be treated in accordance with the confidentiality provisions set forth in the Restrictive Covenant Agreement. Parent and the Company shall comply with, and shall cause their respective Representatives to comply with, all of their respective obligations under the Restrictive Covenant Agreement, which shall survive the termination of this Agreement in accordance with the terms set forth therein.

Section 5.03 No Solicitation.

(a) The Company shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Company shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than Parent or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company; (ii) the issuance or acquisition of shares of capital stock or other equity securities of the Company; or (iii) the sale, lease, exchange or other disposition of any significant portion of the Company's properties or assets.

(b) In addition to the other obligations under this Section 5.03, the Company shall promptly (and in any event within two (2) Business Days after receipt thereof by the Company or its Representatives) advise Parent orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) The Company agrees that the rights and remedies for noncompliance with this Section 5.03 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Parent and that money damages would not provide an adequate remedy to Parent.

Section 5.04 Company Stockholder Consent.

(a) Promptly, and in any event within ten (10) Business Days following the execution and delivery of this Agreement, the Company shall deliver to Parent, in a form reasonably acceptable to Parent, the Requisite Company Vote pursuant to a written consent of a majority of the Company Stockholders (the "**Written Consent**"). The materials submitted to the Stockholders in connection with the Written Consent shall include the Company Board Recommendation.

(b) Promptly following, but in no event than five (5) Business Days after, delivery to Parent of the Written Consent pursuant to Section 5.04(a), the Company shall prepare and provide to Parent for its review a notice (the "**Stockholder Notice**"), in accordance with applicable Law and the Company Charter Documents, to every Company Stockholder that did not execute the Written Consent. The Company shall mail such Stockholder Notice to each such Company Stockholder within two (2) Business Days following approval thereof by Parent. The Stockholder Notice shall (i) be a statement to the effect that the Company Board unanimously determined that the Merger is advisable in accordance with the DGCL and in the best interests of the Company Stockholders and unanimously approved and adopted this Agreement, the Merger and the other transactions contemplated hereby, (ii) provide the Company Stockholders to whom it is sent with notice of the actions taken in the Written Consent, including the approval and adoption of this Agreement, the Merger and the other transactions contemplated hereby in accordance with the DGCL and the bylaws of the Company, (iii) notify such Company Stockholders of their dissent and appraisal rights pursuant to the DGCL, and include the other items required by the DGCL and (iv) request that each such Company Stockholder execute the Written Consent and waive any dissent and appraisal rights pursuant to the DGCL. The Stockholder Notice shall include therewith a form for demanding payment, a copy of the applicable provisions of the DGCL and all such other information as Parent shall reasonably request, and shall be sufficient in form and substance to start the period during which a Company Stockholder must demand appraisal of such Stockholder's Shares, which period may not be less than thirty (30) nor more than sixty (60) days after the date the Stockholder Notice is delivered, as contemplated by the DGCL. All materials submitted to the Company Stockholders in accordance with this Section 5.04(b) shall be subject to Parent's advance review and reasonable approval.

Section 5.05 Parent Stockholders Approval; Approval by Sole Stockholder of Merger Sub Corp; Approval by Sole Member of Merger Sub LLC.

(a) Parent Stockholder Approval. Parent shall take all action reasonably necessary to obtain the Parent Stockholder Approval as soon as reasonably practicable following execution of this Agreement and receipt of the Company Disclosure Letter. The Parent Stockholder Approval shall include the Parent Board Recommendation. Parent shall take all other actions reasonably necessary or advisable to secure the vote or consent of the Parent Stockholders required by applicable Law to obtain approval of the issuance of Parent Shares hereunder.

(b) Approval by Sole Stockholder. Immediately following the execution and delivery of this Agreement, Parent, as sole stockholder of Merger Sub Corp, shall adopt this Agreement and approve the First Merger, in accordance with the DGCL.

(c) Approval by Sole Member. Immediately following the execution and delivery of this Agreement, Parent, as sole member of Merger Sub LLC, shall adopt this Agreement and approve the Second Merger, in accordance with the DLLCA.

Section 5.06 Notices of Certain Events. Subject to applicable Law, the Company shall promptly notify Parent and the Merger Subs, and Parent and the Merger Subs shall promptly notify the Company, of: (a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (b) any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement; (c) any Legal Action commenced, or to such Party's Knowledge, threatened against, relating to, or involving or otherwise affecting such Party of any of its Subsidiaries, which relate to the transactions contemplated by this Agreement; and (d) any event, change, or effect between the date of this Agreement and the Effective Time which individually or in the aggregate causes or is reasonably likely to cause or constitute: (i) a material breach of any of its representations, warranties, or covenants contained herein, or (ii) the failure of any of the conditions set forth in ARTICLE VII to be satisfied; provided that the delivery of any notice pursuant to this Section 5.06 shall not cure

any breach of, or noncompliance with, any other provision of this Agreement or limit the remedies available to the Party receiving such notice.

Section 5.07 Employees; Benefit Plans.

(a) Comparable Salary and Benefits. During the period commencing at the Effective Time and ending on the date which is twelve (12) months from the Effective Time (or if earlier, the date of the employee's termination of employment with Parent and its Subsidiaries), and to the extent consistent with the terms of the governing plan documents, Parent shall cause the Surviving Company and each of its Subsidiaries, as applicable, to provide the employees of the Company who remain employed immediately after the Effective Time (collectively, the "**Company Continuing Employees**") with annual base salary or wage level, annual target bonus opportunities (excluding equity-based compensation), and employee benefits (excluding any retiree health or defined benefit retirement benefits) that are, in the aggregate, substantially comparable to the annual base salary or wage level, annual target bonus opportunities (excluding equity-based compensation), and employee benefits (excluding any retiree health or defined benefit retirement benefits) provided by the Company on the date of this Agreement.

(b) Crediting Service. With respect to any "employee benefit plan" as defined in Section 3(3) of ERISA maintained by Parent or any of its Subsidiaries, excluding any retiree health plans or programs maintained by Parent or any of its Subsidiaries, any defined benefit retirement plans or programs maintained by Parent or any of its Subsidiaries, and any equity compensation arrangements maintained by Parent or any of its Subsidiaries (collectively, "**Parent Benefit Plans**") in which any Company Continuing Employees will participate effective as of the Effective Time, and subject to the terms of the governing plan documents, Parent shall, or shall cause the Surviving Company to, credit all service of the Company Continuing Employees with the Company, as the case may be as if such service were with Parent, for purposes of eligibility to participate (but not for purposes of vesting or benefit accrual, except for vacation, if applicable) for full or partial years of service in any Parent Benefit Plan in which such Company Continuing Employees may be eligible to participate after the Effective Time; *provided, that* such service shall not be credited to the extent that: (i) such crediting would result in a duplication of benefits; or (ii) such service was not credited under the corresponding Company Employee Plan.

(c) Termination of Benefit Plans. Effective no later than the day immediately preceding the Closing Date, the Company shall terminate any Company Employee Plans maintained by the Company that Parent has requested to be terminated; *provided, that* such Company Employee Plans can be terminated in accordance with their terms and applicable Law without any adverse consequences with respect to any Company ERISA Affiliate. No later than the day immediately preceding the Closing Date, the Company shall provide Parent with evidence that such Company Employee Plans have been terminated.

Section 5.08 Directors' and Officers' Indemnification and Insurance.

(a) Indemnification. Parent and Merger Subs agree that all rights to indemnification, advancement of expenses, and exculpation by the Company now existing in favor of each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time an officer or director of the Company (each a "**D&O Indemnified Party**") as provided in the Charter Documents of the Company, in each case as in effect on the date of this Agreement, or pursuant to any other Contracts in effect on the date hereof, shall be assumed by the Surviving Company in the Mergers, without further action, at the Second Effective Time and shall survive the Mergers and shall remain in full force and effect in accordance with their terms. For a period of six (6) years from the Effective Time, the Surviving Company shall, and Parent shall cause the Surviving Company to, cause the Charter Documents of the Surviving Company to contain provisions with respect to indemnification, advancement of expenses, and exculpation that are at least as favorable to the D&O Indemnified Parties as the indemnification, advancement of expenses, and exculpation provisions set forth in the Charter Documents of the Company as of the date of this Agreement. During such six-year period, such provisions may not be repealed, amended or otherwise modified in any manner except as required by applicable Law.

(b) Insurance. The Surviving Company shall, and Parent shall cause the Surviving Company to: (i) obtain as of the Effective Time director and officer "tail" insurance policies with a claims period of six (6) years from the Effective Time with at least the same coverage and amounts and containing terms and conditions that are not less advantageous to the D&O Indemnified

Parties, in each case with respect to claims arising out of or relating to events which occurred before or at the Effective Time (including in connection with the transactions contemplated by this Agreement).

(c) Survival. The obligations of Parent, Merger Subs, and the Surviving Company under this Section 5.08 shall survive the consummation of the Mergers and shall not be terminated or modified in such a manner as to adversely affect any D&O Indemnified Party to whom this Section 5.08 applies without the consent of such affected D&O Indemnified Party (it being expressly agreed that the D&O Indemnified Parties to whom this Section 5.08 applies shall be third party beneficiaries of this Section 5.08, each of whom may enforce the provisions of this Section 5.08).

(d) Assumptions by Successors and Assigns; No Release or Waiver. In the event Parent, the Surviving Company or any of their respective successors or assigns: (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger; or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Parent or the Surviving Company, as the case may be, shall assume all of the obligations set forth in this Section 5.08. The agreements and covenants contained herein shall not be deemed to be exclusive of any other rights to which any D&O Indemnified Party is entitled, whether pursuant to Law, Contract or otherwise. Nothing in this Agreement is intended to, shall be construed to, or shall release, waive, or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to the Company or its officers, directors, and employees, it being understood and agreed that the indemnification provided for in this Section 5.08 is not prior to, or in substitution for, any such claims under any such policies.

Section 5.09 Reasonable Best Efforts.

(a) Governmental and Other Third-Party Approvals; Cooperation and Notification. Upon the terms and subject to the conditions set forth in this Agreement (including those contained in this Section 5.09), each Party shall, and shall cause its Subsidiaries to, use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper, or advisable to consummate and make effective, and to satisfy all conditions to the transactions contemplated by this Agreement, including: (i) the obtaining of all necessary Permits, waivers, and actions or nonactions from Governmental Entities and the making of all necessary registrations, filings, and notifications (including filings with Governmental Entities) and the taking of all steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entities; (ii) the obtaining of all necessary consents or waivers from third parties; and (iii) the execution and delivery of any additional instruments necessary to consummate the Mergers and to fully carry out the purposes of this Agreement. The Company and Parent shall, subject to applicable Law, promptly: (A) cooperate and coordinate with the other in the taking of the actions contemplated by clauses (i), (ii), and (iii) immediately above; and (B) supply the other with any information that may be reasonably required in order to effectuate the taking of such actions. Each Party shall promptly inform the other Party or Parties, as the case may be, of any communication from any Governmental Entity regarding any of the transactions contemplated by this Agreement. If the Company, on the one hand, or Parent or Merger Subs, on the other hand, receives a request for additional information or documentary material from any Governmental Entity with respect to the transactions contemplated by this Agreement, then it shall use reasonable best efforts to make, or cause to be made, as soon as reasonably practicable and after consultation with the other Party, an appropriate response in compliance with such request, and, if permitted by applicable Law and by any applicable Governmental Entity, provide the other Party's counsel with advance notice and the opportunity to attend and participate in any meeting with any Governmental Entity in respect of any filing made thereto in connection with the transactions contemplated by this Agreement.

(b) Actions or Proceedings. In the event that any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Entity or private party challenging the Mergers or any other transaction contemplated by this Agreement, or any other agreement contemplated hereby, the Company shall cooperate in all respects with Parent and Merger Subs and shall use its commercially reasonable efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed, or overturned any Order, whether temporary, preliminary, or permanent, that is in effect and that prohibits, prevents, or restricts consummation of the transactions contemplated by this Agreement. Notwithstanding anything in this Agreement to the contrary, none of Parent, Merger Subs, or any of their respective Affiliates shall be required to defend, contest, or resist any action or proceeding, whether judicial or administrative, or to take any action to have vacated, lifted, reversed, or overturned any Order, in connection with the transactions contemplated by this Agreement.

(c) No Divestitures; Other Limitations. Notwithstanding anything to the contrary set forth in this Agreement, none of Parent, Merger Subs or any of their respective Subsidiaries shall be required to, and the Company may not, without the prior written consent of Parent, become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any requirement, condition, limitation, understanding, agreement, or Order to: (i) sell, license, assign, transfer, divest, hold separate, or otherwise dispose of any assets, business, or portion of business of the Company, the Interim Surviving Company, the Surviving Company, Parent, Merger Subs or any of their respective Subsidiaries; (ii) conduct, restrict, operate, invest, or otherwise change the assets, business, or portion of business of the Company, the Interim Surviving Company, the Surviving Company, Parent, Merger Subs, or any of their respective Subsidiaries in any manner; or (iii) impose any restriction, requirement, or limitation on the operation of the business or portion of the business of the Company, the Interim Surviving Company, the Surviving Company, Parent, Merger Subs, or any of their respective Subsidiaries; *provided, that* if requested by Parent, the Company will become subject to, consent to, or offer or agree to, or otherwise take any action with respect to, any such requirement, condition, limitation, understanding, agreement, or Order so long as such requirement, condition, limitation, understanding, agreement, or Order is only binding on the Company in the event the Closing occurs.

Section 5.10 Public Announcements. The initial press release with respect to this Agreement and the transactions contemplated hereby shall be a release mutually agreed to by the Company and Parent. Thereafter, each of the Company and Parent agrees that no public release, statement, announcement, or other disclosure concerning the Mergers or the other transactions contemplated hereby shall be issued by any Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned, or delayed), except as may be required by: (a) applicable Law, (b) court process, (c) the rules or regulations of any applicable United States securities exchange, or (d) any Governmental Entity to which the relevant Party is subject or submits; provided, in each such case, that the Party making the release, statement, announcement, or other disclosure shall use its reasonable best efforts to allow the other Party reasonable time to comment on such release, statement, announcement, or other disclosure in advance of such issuance.

Section 5.11 Anti-Takeover Statutes. If any "control share acquisition," "fair price," "moratorium," or other anti-takeover Law becomes or is deemed to be applicable to Parent, the Merger Subs, the Company, the Mergers or any other transaction contemplated by this Agreement, then each of the Company and the Company Board on the one hand, and Parent and the Parent Board on the other hand, shall use reasonable best efforts to grant such approvals and take such actions as are necessary so that the transactions contemplated hereby may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to render such anti-takeover Law inapplicable to the foregoing.

Section 5.12 Section 16 Matters. Prior to the Effective Time, the Company, Parent, Merger Sub Corp, and Merger Sub LLC shall each take all such steps as may be required to cause to be exempt under Rule 16b-3 promulgated under the Exchange Act any acquisitions of Parent Common Stock (including derivative securities with respect to such shares) that are treated as acquisitions under such rule and result from the transactions contemplated by this Agreement by each individual who may become or is reasonably expected to become subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Parent immediately after the Effective Time.

Section 5.13 Stock Exchange Matters. Parent shall use its reasonable best efforts to cause the shares of Parent Common Stock to be issued in connection with the First Merger to be listed on Nasdaq (or such other stock exchange as may be mutually agreed upon by the Company and Parent), subject to official notice of issuance, prior to the Effective Time.

Section 5.14 Obligations of Merger Subs. Parent will take all action necessary to cause Merger Subs to perform their respective obligations under this Agreement and to consummate the Mergers on the terms and conditions set forth in this Agreement.

Section 5.15 Further Assurances. At and after the Effective Time, the officers and directors of the Interim Surviving Company and Surviving Company shall be authorized to execute and deliver, in the name and on behalf of the Company or Merger Subs, any deeds, bills of sale, assignments, or assurances and to take and do, in the name and on behalf of the Company or Merger Subs, any other actions and things to vest, perfect, or confirm of record or otherwise in the Interim Surviving Company or Surviving Company any and all right, title, and interest in, to and under any of the rights, properties, or assets of the Company acquired or to be acquired by the Interim Surviving Company or Surviving Company as a result of, or in connection with, the Mergers.

ARTICLE VI
TAX MATTERS

Section 6.01 Transfer Taxes.

(a) All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest and any real property transfer Tax and any other similar Tax) incurred in connection with this Agreement and the Ancillary Documents and the transactions contemplated hereby and thereby, shall be borne and paid equally by Parent or the Company, on the one hand, and the Company Stockholders (in accordance with their Pro Rata Shares), on the other hand, when due. The Company and Company Stockholders shall reasonably cooperate with Parent in connection with the filing of any Tax Returns with respect thereto as necessary.

Section 6.02 Intended U.S. Tax Treatment. For U.S. federal income tax purposes, it is intended that (i) the Mergers, taken together, shall constitute an integrated plan described in Rev. Rul. 2001-46, 2001-2 C.B. 321, and qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Code, and the Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a), and (ii) for purposes of determining the Mergers qualification as a "reorganization" within the meaning of Section 368(a)(1)(A), the Stock Consideration shall be treated as fixed consideration and valued on the date immediately preceding the date hereof in accordance with Treasury Regulations Section 1.368-1(e)(2) (the "**Intended Tax Treatment**"). The Parties shall file all Tax Returns consistent with the Intended Tax Treatment and shall not take, or cause to be taken, any position (whether on a Tax Return, in an audit, or otherwise) that is inconsistent with the Intended Tax Treatment unless otherwise required by a final "determination" within the meaning of Section 1313 of the Code. No Party shall take or fail to take any action or cause any action to be taken or fail to be taken that could reasonably be expected to prevent the Merger from qualifying for the Intended Tax Treatment.

Section 6.03 Tax Returns.

(a) Parent shall, at its expense, prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by the Company that are due after the Closing Date with respect to Pre-Closing Tax Periods. Each such Tax Return shall be prepared in a manner consistent with past practice of the Company (unless otherwise required by Law), and, if it is an income or other material Tax Return, shall be submitted by Parent to Stockholder Representative (together with schedules, statements and, to the extent requested by Stockholder Representative, supporting documentation) at least thirty (30) days prior to the due date (including extensions) of such Tax Return for Stockholder Representative's review and comment. Parent shall consider Stockholder Representative's comments in good faith. The Parties agree to treat any Transaction Expenses as deductible in the Pre-Closing Tax Periods to the extent supported by a "more likely than not" or higher reporting basis. The Parties shall cooperate in good faith to resolve any dispute regarding all such Tax Returns, and to the extent Parent and Stockholder Representative are unable to resolve all disputes with respect to any such Tax Return, such items remaining in dispute shall be submitted to the Independent Accountant for resolution in accordance with the provisions of Section 2.14(d). The preparation and filing of any Tax Return of the Company that does not relate in whole or in part to a Pre-Closing Tax Period shall be exclusively within the control of Parent.

Section 6.04 Straddle Period. In the case of Taxes that are payable with respect to a taxable period that begins on or before the Closing Date and ends after the Closing Date (each such period, a "Straddle Period"), the portion of any such Taxes that are allocable to the portion of such Straddle Period ending on the Closing Date for purposes of this Agreement shall be:

(a) In the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed equal to the amount which would be payable if the taxable year ended with the Closing Date; *provided* that any transactions or events undertaken, or caused to be undertaken, by Parent that are outside the Ordinary Course of Business and occur after the Closing on the Closing Date (other than any transactions or events taken pursuant to this Agreement) will be treated for all purposes under this Agreement as occurring in the portion of the Straddle Period beginning after the Closing Date; and

(b) In the case of other Taxes, deemed to be the amount of such Taxes for the entire period *multiplied* by a fraction, the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

Section 6.05 Contests. Parent shall give prompt written notice to Stockholder Representative (and in all events, within five (5) calendar days of the receipt thereof) of the receipt of any written notice by the Surviving Company, Parent or any of Parent's Affiliates (including, without limitation, the other Company Entities), which involves the assertion of any claim, or the commencement of any

Action relating to Taxes in respect of which an indemnification claim may be made by any Parent Indemnitee pursuant to this Agreement (a "Tax Claim"); *provided*, that the failure to comply with such notice provision shall not affect Parent's right to indemnification except to the extent that the Company Stockholders are materially prejudiced thereby. Parent shall control the contest or resolution of any Tax Claim; *provided*, *however*, that (a) Parent shall provide Stockholder Representative copies of all written correspondence related to such Tax Claim and otherwise keep Stockholder Representative apprised of all material developments with respect to any Tax Claim, (b) Parent shall obtain the prior written consent of Stockholder Representative (which consent shall not be unreasonably withheld, conditioned or delayed) before entering into any settlement of a claim or ceasing to defend such claim, and (c) Stockholder Representative shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose, the fees and expenses of which separate counsel shall be borne solely by Stockholder Representative (on behalf of the Company Stockholders).

Section 6.06 Cooperation and Exchange of Information. The Company shall use its reasonable best efforts to provide Parent, prior to the Closing Date but effective as of the Closing Date, with customary representations and warranties in form and substance reasonably necessary or appropriate for Parent to comply with Section 6.02. Stockholder Representative, the Surviving Company and Parent shall cooperate and provide each other with such information as any of them reasonably may request of the others in filing any Tax Return pursuant to this ARTICLE VI or in connection with any audit or other proceeding in respect of Taxes of the Company. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each of Stockholder Representative, the Surviving Company and Parent shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company Entities for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by any of the other parties in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company Entities for any taxable period beginning before the Closing Date, Stockholder Representative, the Surviving Company or Parent (as the case may be) shall provide the other Parties with reasonable written notice and offer the other Parties the opportunity to take custody of such materials.

Section 6.07 Survival. The provisions of this ARTICLE VI shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty (60) days.

Section 6.08 Precedence. Notwithstanding anything to the contrary in this Agreement, ARTICLE VI shall govern with respect to Tax Claims and, to the extent that any obligation or responsibility pursuant to ARTICLE VIII may conflict with an obligation or responsibility pursuant to this ARTICLE VI, the provisions of this ARTICLE VI shall govern.

Section 6.09 Refunds. All refunds of Taxes or credits in lieu of Tax refunds of the Company attributable to any Pre-Closing Tax Period (net of any documented, out-of-pocket expenses of Parent or its Affiliates (including the Surviving Company) reasonably incurred to obtain such refund) shall be the property of Company Stockholders. Promptly upon receipt of any such refund or credit, and in no event later than ten (10) Business Days, Parent shall pay the amount of such Pre-Closing Tax Refund to the Company Stockholders in accordance with their respective Pro Rata Shares by wire transfer of immediately available funds (subject to Section 2.18).

Section 6.10 Prohibited Actions. Without the prior written consent of Stockholder Representative (which shall not be unreasonably withheld, conditioned, or delayed), following the Closing, Parent and its Affiliates (including the Surviving Company) shall not (a) amend any previously filed Tax Return of the Company or waive or extend any statute of limitations period in respect of any Tax or Tax Return of the Company for any Pre-Closing Tax Period, (b) make or change any Tax election of the Company that would have the effect of increasing Taxes owed by a the Company for a Pre-Closing Tax Period, (c) initiate discussions or examinations (including any voluntary disclosure proceedings) with any taxing authority regarding Taxes or Tax Returns of the Company with respect to Pre-Closing Tax Periods, or (d) cause the Company to enter into any transaction or take any action on the Closing Date outside of the Ordinary Course of Business that results in Taxes that would be borne by the Company Stockholders pursuant to this Agreement.

ARTICLE VII
Conditions

Section 7.01 Conditions to Obligation or All Parties. The respective obligations of each Party to effect the Mergers is subject to the satisfaction or waiver (where permissible pursuant to applicable Law) on or prior to the Closing Date of each of the following conditions:

(a) This Agreement will have been duly adopted by the Requisite Company Vote.

(b) The issuance of Parent Shares hereunder will have been approved by the Requisite Parent Vote.

(c) The Parent Shares issuable as Closing Merger Consideration pursuant to this Agreement shall have been approved for listing on Nasdaq, subject to official notice of issuance.

(d) No Governmental Entity having jurisdiction over any Party shall have enacted, issued, promulgated, enforced, or entered any Laws or Orders, whether temporary, preliminary, or permanent, that make illegal, enjoin, or otherwise prohibit consummation of the Mergers, the Issuance of Parent Shares hereunder or the other transactions contemplated by this Agreement.

(e) All consents, approvals and other authorizations of any Governmental Entity set forth on Section 7.01(c) of the Company Disclosure Letter and required to consummate the Mergers, the Issuance of Parent Shares hereunder and the other transactions contemplated by this Agreement (other than the filing of the First Certificate of Merger and Second Certificate of Merger with the Secretary of State of the State of Delaware) shall have been obtained, free of any condition that would reasonably be expected to have a Material Adverse Effect or Parent Material Adverse Effect.

Section 7.02 Conditions to Obligations of Parent and Merger Subs. The obligations of Parent and Merger Subs to effect the Mergers are subject to the satisfaction of or waiver (where permissible pursuant to applicable Law) by Parent and Merger Subs on or prior to the Closing of the following conditions:

(a) The representations and warranties of the Company contained in ARTICLE III shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a Material Adverse Effect.

(b) The Company shall have duly performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, in this Agreement required to be performed by or complied with by it at or prior to the Closing.

(c) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(d) The Company shall have delivered, or caused to be delivered, each of the closing deliverables set forth in Section 2.03(a).

Section 7.03 Conditions to Obligation of the Company. The obligation of the Company to effect the Mergers is subject to the satisfaction of or waiver (where permissible pursuant to applicable Law) by the Company on or prior to the Closing of the following conditions:

(a) The representations and warranties of Parent and Merger Subs contained in ARTICLE IV shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on the ability of Parent and Merger Sub to consummate the transactions contemplated hereby.

(b) Parent and Merger Subs shall have each duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) From the date of this Agreement, there shall not have occurred a Parent Material Adverse Effect.

(d) The Parent or applicable Merger Sub shall have delivered, or caused to be delivered, each of the closing deliverables set forth in Section 2.03(b).

ARTICLE VIII
INDEMNIFICATION

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing until the date that is 18 months from the Closing Date; *provided*, that the representations and warranties in Section 3.01, Section 3.02, Section 3.03(a), and Section 3.10 (collectively, the "Fundamental Representations") shall survive Closing until the expiration of the applicable statute of limitations plus sixty (60) days. All covenants and agreements of the Parties contained herein (other than any covenants or agreements which are subject to the survival periods specified in Section 5.08) shall survive the Closing until the expiration of the applicable statute of limitations plus sixty (60) days. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the Indemnified Party to the Indemnifying Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation, warranty or covenant and such claims shall survive until finally resolved.

Section 8.02 Indemnification By Class A Stockholder. From and after the Closing, subject to the other terms and conditions of this ARTICLE VIII, the Class A Stockholder shall indemnify and defend each of Parent and its Affiliates (including the Company) and their respective Representatives (collectively, the "Parent Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Parent Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Company contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Company or Stockholder Representative pursuant to this Agreement;

(b) any breach, violation or non-fulfillment of any covenant, agreement or obligation to be performed by the Company (if before or at the Closing) or Stockholder Representative (if after the Closing) pursuant to this Agreement or in any certificate or instrument delivered by or on behalf of the Company or Stockholder Representative pursuant to this Agreement;

(c) any claim made by any Company Stockholder relating to such Person's rights with respect to the Closing Merger Consideration, or the calculations and determinations set forth on the Consideration Spreadsheet (and any allocations in respect thereof);

(d) any claims of any Company Stockholder that the appointment of Stockholder Representative, or any indemnification or other obligations of such Company Stockholder under this Agreement or any Ancillary Document, is or was not enforceable against such Company Stockholder;

(e) any amounts paid to the holders of Dissenting Shares, including any interest required to be paid thereon, that are in excess of what such holders would have received hereunder had such holders not been holders of Dissenting Shares, plus any reasonable expenses incurred by the Parent Indemnitees arising out of the exercise of such appraisal or dissenters' rights;

(f) any amounts paid or required to be paid by Parent or any of its Affiliates (including the Surviving Company) pursuant to Section 5.08; or

(g) any Transaction Expenses or Closing Indebtedness to the extent not paid or satisfied by the Company at or prior to the Closing, or if paid by Parent or Merger Subs at or prior to the Closing, to the extent not deducted in the determination of Closing Merger Consideration.

Section 8.03 Indemnification By Parent. From and after the Closing, subject to the other terms and conditions of this ARTICLE VIII, Parent shall indemnify and defend each of the Company Stockholders and their Affiliates and their respective Representatives (collectively, the "Stockholder Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Stockholder Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Parent or Merger Subs contained in this Agreement or in any certificate or instrument delivered by or on behalf of Parent or Merger Subs pursuant to this Agreement; or

(b) any breach, violation or non-fulfillment of any covenant, agreement or obligation to be performed by Parent or Merger Sub pursuant to this Agreement.

Section 8.04 Certain Limitations. The indemnification provided for in Section 8.02 and Section 8.03 (and, with respect to Section 8.04(c), Section 5.08) shall be subject to the following limitations and additional provisions:

(a) Except as set forth in Section 8.04(c), neither the Class A Stockholder nor any other Company Stockholder shall be liable to the Parent Indemnitees for indemnification under Section 8.02(a) until the aggregate amount of all Losses in respect of indemnification under Section 8.02(a) exceeds an amount equal to $80,000 (the "**Deductible**"), in which event Class A Stockholder shall be required to pay or be liable for all such Losses in excess of the Deductible. Except as set forth in Section 8.04(c), the aggregate amount of all Losses for which Stockholders shall be liable pursuant to Section 8.02(a) shall not exceed an amount to $800,000 (the "**Cap**").

(b) Except as set forth in Section 8.04(c), the aggregate amount of all Losses for which Parent shall be liable pursuant to Section 8.03(a) shall not exceed the Cap (except for any Losses on the part of a Stockholder Indemnitee claiming indemnification hereunder resulting from Fraud, intentional misrepresentations and intentional misconduct, which shall not be subject to the Cap).

(c) Notwithstanding anything to the contrary herein, (i) the aggregate amount of all Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representation, for which the Class A Stockholder shall be liable pursuant to Section 8.02(a), or any breach of any breach of any covenant set forth in this Agreement, for which the Class A Stockholder shall be liable pursuant to Section 8.02(b) shall not exceed $8,000,000, (ii) except as provided in clause (iii) below, in no event shall the Class A Stockholder's liability pursuant to Section 5.08 and this ARTICLE VIII exceed the value (as if such amounts were all received as of Closing) of the Closing Merger Consideration, and (iii) any Losses on the part of the Parent Indemnitee claiming indemnification hereunder resulting from Fraud, intentional misrepresentations and intentional misconduct, shall not be subject to the Cap.

(d) Any indemnification payment required under this ARTICLE VIII shall be adjusted for the amount of any Losses that are actually recovered from any insurance proceeds (net of cost of enforcement and collection of insurance proceeds and deductibles and increases in insurance premiums) and any indemnity, contribution or similar payment received by the Indemnified Party in respect of any such Losses. Each Party shall use commercially reasonable efforts to assert a claim where coverage for such claim may be available pursuant to applicable existing insurance policies; provided, that neither Parent Indemnitees nor Stockholder Indemnitees will have any obligation to have any claims under such insurance policies finally resolved prior to making a claim for indemnification hereunder.

(e) No Party shall be entitled to (i) double recovery for any indemnifiable Losses even though such Losses may have resulted from the breach of more than one of the representations, warranties, agreements and covenants in this Agreement or (ii) recover any Losses with respect to Excluded Taxes or, without duplication, any amounts to the extent such amounts were treated as liabilities or were otherwise specifically taken into account in computing the Closing Merger Consideration or Actual Merger Consideration, as applicable.

(f) Nothing in this Agreement is intended to limit any obligation under applicable Law with respect to mitigation of damages.

Section 8.05 Indemnification Procedures. The Party making a claim under this ARTICLE VIII (whether Parent or the Class A Stockholder) is referred to as the "Indemnified Party", and the Party against whom such claims are asserted under this ARTICLE VIII

(whether Parent or Class A Stockholder) is referred to as the "Indemnifying Party". For purposes of this Section 8.05, if the Class A Stockholder comprise the Indemnified Party or Indemnifying Party, then in each such case all references to such Indemnified Party or Indemnifying Party, as the case may be (except for provisions relating to an obligation to make or a right to receive any payments), shall be deemed to refer to Stockholder Representative acting on behalf of such Indemnified Party or Indemnifying Party, as applicable.

(a) **Third Party Claims**. If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a Party (or a Company Stockholder) or an Affiliate of a Party or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, written notice shall promptly be given (but in any event not later than thirty (30) calendar days after receipt of such notice of such Third Party Claim) to Stockholder Representative if the Third Party Claim is being made or brought against a Parent Indemnitee, and to Parent if the Third Party Claim is being made or brought against a Stockholder Indemnitee. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure or is otherwise adversely impacted thereby. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided*, that if the Indemnifying Party is the Class A Stockholder, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim (w) for which the Indemnified Party has been reasonably advised by counsel that there exists a reasonable likelihood of a conflict of interest between the Indemnified Party and the Indemnifying Party, (x) that is asserted directly by or on behalf of a Person that is a supplier or customer of the Company, (y) that seeks an injunction or other equitable relief against the Indemnified Parties or (z) that is with respect to a criminal action against the Indemnified Parties. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 8.05(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party; *provided*, that if the Indemnified Party has been reasonably advised by counsel that (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a reasonable likelihood of a conflict of interest between the Indemnifying Party and the Indemnified Party, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to (or is not permitted to, as set forth above) assume the defense of, compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 8.05(b), pay, compromise, settle and defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Stockholder Representative and Parent shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld, conditioned or delayed). If the Indemnified Party has assumed the defense pursuant to Section 8.05(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification

obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure or is otherwise materially and adversely impacted thereby. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall reasonably assist the Indemnifying Party's investigation by giving such information and assistance as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not respond to such request within such thirty (30) day period, the Indemnifying Party shall be deemed to have accepted such claim.

Section 8.06 Setoff. Without limiting any other provision of this ARTICLE VIII or any rights of setoff or other similar rights that an Indemnified Party may have at common law, (i) Parent will have the right to set-off, withhold and deduct, in accordance with this Section 8.06, from any payment of unpaid portions of the Note Consideration due to the Class A Stockholder hereunder, any Losses determined, by final, non-appealable adjudication, to be owed by such Class A Stockholder to a Parent Indemnitee pursuant to such Parent Indemnitee's right to indemnification set forth in Section 8.02 or this ARTICLE VIII (or to which Stockholder Representative otherwise acknowledges is agreed to as an indemnifiable Loss, and Stockholder Representative will be deemed to agree to indemnifiable Losses in respect of any Third Party Claim for which Stockholder Representative has assumed the defense as an Indemnifying Party); *provided*, that Parent may set-off, withhold and deduct from unpaid portions of the Note Consideration any Losses or other amounts actually paid by Parent, Surviving Company or any Parent Indemnitee to (a) a D&O Indemnified Party in respect of a D&O Claim (including any payments or reimbursements in respect of any such D&O Indemnified Party's fees or expenses in connection with any such D&O Claim) indemnifiable under Section 8.02(f) and (b) any Person in respect of any of the matters that are indemnifiable by the Stockholders as set forth in Section 8.02(c), (d) or (e), and the Class A Stockholder and Stockholder Representative will be deemed to accept the foregoing set-offs, withholdings, or deductions, set forth in clauses (a) and (b) above, and no such set-off, withholding, or deduction set forth in clauses (a) and (b) above shall be subject to any requirement to obtain a final, non-appealable adjudication (including as set forth in subsection (ii) of this sentence), in each case subject in all respects to the applicable limitations and other provisions set forth herein, including, without limitation (as applicable), Section 8.04, Section 5.08 and this ARTICLE VIII, and (ii) with respect to any matters for which the foregoing clause (i) does not apply, to the extent that a Parent Indemnitee suffers Losses or incurs any other amounts to which a Parent Indemnitee reasonably believes such Parent Indemnitee is entitled to indemnification under Section 6.05 or this ARTICLE VIII, Parent shall be entitled to submit (on behalf of the Parent Indemnitee) a notice of such good faith claim (each, a "Set-Off Claim") thereof to Stockholder Representative. Any Set-Off Claim shall be resolved in accordance with the procedures set forth in Section 6.05 or this ARTICLE VIII, as applicable, depending on the nature of the underlying claim; provided that in the event that Parent is unable to resolve any timely objections made by Stockholder Representative to such Set-Off Claim within thirty (30) days following the delivery of the notice of such Set-Off Claim, then Parent or the applicable Parent Indemnitee may seek judicial determination of such claim and upon a final, non-appealable determination of such Set-Off Claim (or upon agreement of Stockholder Representative), may set-off, withhold, and deduct such finally determined Losses and other amounts against unpaid portions of the Note Consideration. For the avoidance of doubt, (a) Parent may hold back and delay the payment of any unpaid portions of the Note Consideration in respect of any Note Consideration that is subject to a Set-Off Claim pending final determination thereof (or agreement of Stockholder Representative) pursuant to subsection (ii) of the previous sentence, and (b) Parent shall pay any portion of the Note Consideration to the Class A Stockholder in respect of any portion of the Note Consideration (i) that is not subject to a Set-Off Claim pursuant to and in accordance with the terms and conditions of this Agreement, and (ii) that is subject to a Set-Off Claim that is finally determined to be payable to the Class A Stockholder promptly following their final determination pursuant to subsection (ii) of the previous sentence.

Section 8.07 Payments; Recovery. Subject to Section 8.06, once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this ARTICLE VIII, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such agreement or such final, non-appealable adjudication by wire transfer of immediately available funds to the account specified by the Indemnified Party. The Parties agree that should an Indemnifying Party not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from the expiration of such fifteen (15) Business Day period at a rate per annum equal to the lesser of (1) the Prime Rate then in effect plus two percent (2%) per annum, or (2) ten percent (10%) per annum. Such interest shall be non-compounding and calculated daily on the basis of a 365-day year and the actual number of days elapsed.

Section 8.08 Tax Treatment of Indemnification Payments. To the extent permitted by applicable Law, the Parties agree to treat all payments made under this ARTICLE VIII, or under any other indemnity provision contained in this Agreement, as adjustments to the Actual Merger Consideration for all Tax purposes.

Section 8.09 Exclusive Remedies. Subject to Section 10.11, the Parties acknowledge and agree that, from and after the Closing, their sole and exclusive remedy with respect to any and all claims (other than claims arising from Fraud, intentional misrepresentation or intentional misconduct on the part of a Party in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the provisions set forth in Section 5.08 and this ARTICLE VIII. Nothing in this Section 8.09 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's Fraud, intentional misrepresentation or intentional misconduct.

ARTICLE IX
TERMINATION, AMENDMENT, AND WAIVER

Section 9.01 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing by the mutual written consent of Parent and the Company.

Section 9.02 Termination by Parent. This Agreement may be terminated by Parent at any time prior to the Closing if:

(a) neither Parent nor either Merger Sub is then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure cannot be cured by the Company by September 30, 2025 (the "**Drop Dead Date**"); or

(b) any of the conditions set forth in Section 7.01 or Section 7.02 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Parent to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

Section 9.03 Termination by the Company. This Agreement may be terminated by the Company at any time prior to the Closing if:

(a) the Company is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Parent or Merger Subs pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure cannot be cured by Parent or Merger Subs by the Drop Dead Date; or

(b) any of the conditions set forth in Section 7.01 or Section 7.02(b) shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

Section 9.04 Termination by Either Parent or the Company. This Agreement may be terminated by either Parent or the Company at any time prior to the Closing if:

(a) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(b) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.05 Notice of Termination. The Party desiring to terminate this Agreement pursuant to this ARTICLE IX shall deliver written notice of such termination to each other Party specifying with particularity the reason for such termination, and any such termination in accordance with this Section 9.05 shall be effective immediately upon delivery of such written notice to the other Party.

Section 9.06 Effect of Termination. If this Agreement is properly and validly terminated pursuant to this ARTICLE IX, it will become void and of no further force and effect, with no liability or obligation on the part of any Party (or any stockholder, director, officer, employee, agent, or Representative of such Party) to any other Party, except that: (a) Section 5.02(b), this Section 9.06 and ARTICLE X (and any related definitions contained in any such Sections or Article) shall survive termination of this Agreement; and (b) no such

termination shall relieve any Party from any liabilities or damages arising out of its deliberate fraud or its willful and material breach of any of its representations, warranties, covenants, or other agreements set forth in this Agreement occurring prior to its termination.

Section 9.07 Amendment. At any time prior to the Effective Time, this Agreement may be amended or supplemented in any and all respects, whether before or after receipt of the Requisite Company Vote or the Requisite Parent Vote, by written agreement signed by each Party; *provided*, *however*, that: (a) following the receipt of the Requisite Company Vote, there shall be no amendment or supplement to the provisions of this Agreement which by Law would require further approval by the Company Stockholders without such approval; and (b) following the receipt of the Requisite Parent Vote, there shall be no amendment or supplement to the provisions of this Agreement which by Law would require further approval by the Parent Stockholders without such approval.

Section 9.08 Extension; Waiver. At any time prior to the Effective Time, Parent or Merger Subs, on the one hand, or the Company, on the other hand, may: (a) extend the time for the performance of any of the obligations of the other Party(ies); (b) waive any inaccuracies in the representations and warranties of the other Party(ies) contained in this Agreement or in any document delivered under this Agreement; or (c) unless prohibited by applicable Law, waive compliance with any of the covenants, agreements, or conditions contained in this Agreement. Any agreement on the part of a Party to any extension or waiver will be valid only if set forth in an instrument in writing signed by such Party. The failure of any Party to assert any of its rights under this Agreement or otherwise will not constitute a waiver of such rights.

ARTICLE X
MISCELLANEOUS

Section 10.01 Stockholder Representative.

(a) By approving this Agreement and the transactions contemplated hereby, by executing and delivering a Letter of Transmittal and/or the Stockholder Consent or Written Consent or by receiving the benefits under this Agreement, including any consideration payable hereunder, each Company Stockholder shall be deemed to have irrevocably authorized and appointed Stockholder Representative, as of the Closing, as such Person's agent, proxy, representative and attorney-in-fact to act on behalf of such Person and their successors and assigns for all purposes in connection with this Agreement and any related agreements, including to take any and all actions and make any decisions required or permitted to be taken by Stockholder Representative, in its sole judgment and as it may deem to be in the best interests of the Stockholders, pursuant to this Agreement, including, without limitation, the exercise of the power to:

(i) give and receive notices and communications;

(ii) agree to, negotiate, enter into settlements and compromises of, and comply with orders or otherwise handle any other matters described in Section 2.14 and Section 2.16;

(iii) agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to claims for indemnification made by Parent or a Parent Indemnitee pursuant to ARTICLE VI and ARTICLE VIII;

(iv) litigate, arbitrate, resolve, settle or compromise any claim for indemnification pursuant to ARTICLE VI and ARTICLE VIII;

(v) execute and deliver all documents necessary or desirable to carry out the intent of this Agreement and any Ancillary Document;

(vi) make all elections or decisions contemplated by this Agreement and any Ancillary Document;

(vii) engage, employ or appoint any agents or representatives (including attorneys, accountants and consultants) to assist Stockholder Representative in complying with its duties and obligations; and

(viii) take all actions necessary or appropriate in the good faith judgment of Stockholder Representative for the accomplishment of the foregoing or any other matters related to or arising from this Agreement or any Ancillary Document.

(b) After the Closing, Parent shall be entitled to deal exclusively with Stockholder Representative on all matters relating to this Agreement (including ARTICLE VI and ARTICLE VIII. but excluding matters regarding payment of any amounts owed directly by any Company Stockholder to Parent or any Parent Indemnitee) and shall be entitled to rely conclusively (without further evidence of any kind whatsoever) on any document executed or purported to be executed on behalf of any Company Stockholder by Stockholder Representative, and on any other action taken or purported to be taken on behalf of any Company Stockholder by Stockholder Representative, as being fully binding upon such Person. After the Closing, notices or communications to or from Stockholder Representative shall constitute notice to or from each of the Company Stockholders. Any decision or action by Stockholder Representative hereunder, including any agreement between Stockholder Representative and Parent relating to the defense, payment or settlement of any claims for indemnification hereunder, shall constitute a decision or action of all Company Stockholders and shall be final, binding and conclusive upon each such Person. No Company Stockholder shall have the right to object to, dissent from, protest or otherwise contest the same. The provisions of this Section 10.01, including the power of attorney granted hereby, are independent and severable, are irrevocable and coupled with an interest and shall not be terminated by any act of any one or more of the Company Stockholders, or by operation of Law, whether by death or other event.

(c) Stockholder Representative, by its signature below, agrees to serve in the capacities described in this Section 10.01 as of the Closing. Stockholder Representative may resign at any time, and may be removed for any reason or no reason by the vote or written consent of a majority in interest of the holders of the Company Common Stock (the "**Majority Holders**"); *provided*, *however*, in no event shall Stockholder Representative be removed by the Majority Holders without the Majority Holders having first appointed a new Stockholder Representative who shall assume such duties immediately upon the removal of Stockholder Representative. In the event of the death, incapacity, resignation or removal of Stockholder Representative, a new Stockholder Representative shall be appointed by the vote or written consent of the Majority Holders. Notice of such vote or a copy of the written consent appointing such new Stockholder Representative shall be sent to Parent, such appointment to be effective upon the later of the date indicated in such consent or the date such notice is received by Parent; *provided*, that until such notice is received, Parent, Merger Subs and the Surviving Company shall be entitled to rely on the decisions and actions of the prior Stockholder Representative as described in Section 10.01(a) above.

(d) Stockholder Representative shall not be liable to the Company Stockholders for actions taken or omitted to be taken in connection with to this Agreement or any Ancillary Document, and each Company Stockholder forever voluntarily releases and discharges Stockholder Representative, its representatives, successors and assigns, from any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, whether known or unknown, anticipated or unanticipated, arising as a result of or incurred in connection with any actions taken or omitted to be taken by Stockholder Representative in connection with this Agreement or any Ancillary Document, except to the extent such actions by Stockholder Representative shall have been determined by a court of competent jurisdiction to have constituted Fraud or willful misconduct. Stockholder Representative shall not be liable for any action or omission pursuant to the advice of counsel. The Company Stockholders shall indemnify and hold harmless Stockholder Representative from and against, compensate it for, reimburse it for and pay any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, whether known or unknown, anticipated or unanticipated, arising out of or in connection with this Agreement or any Ancillary Document (the "**Representative Losses**"), in each case as such Representative Loss is suffered or incurred; provided, that in the event it is finally adjudicated that a Representative Loss or any portion thereof was primarily caused by the Fraud or willful misconduct of Stockholder Representative, Stockholder Representative shall reimburse the Company Stockholders the amount of such indemnified Representative Loss attributable to such Fraud or willful misconduct. The Representative Losses may be satisfied by any funds that become available to the Company Stockholders, severally and not jointly (in accordance with their Pro Rata Shares). In no event will Stockholder Representative be required to advance its own funds on behalf of the Company Stockholders or otherwise. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Company Stockholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to Stockholder Representative hereunder. The foregoing indemnities will survive the Closing, the resignation or removal of Stockholder Representative or the termination of this Agreement.

Section 10.02 Governing Law. This Agreement and all Legal Actions (whether based on contract, tort, or statute) arising out of, relating to, or in connection with this Agreement or the actions of any Party in the negotiation, administration, performance, or enforcement hereof, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

Section 10.03 Submission to Jurisdiction. Each Party irrevocably agrees that any Legal Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any other Party or its successors or assigns shall be brought and determined exclusively in the Court of Chancery of the State of Delaware, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Legal Action, in any state or federal court within the State of Delaware. Each Party agrees that mailing of process or other papers in connection with any such Legal Action in the manner provided in Section 10.05 or in such other manner as may be permitted by applicable Laws, will be valid and sufficient service thereof. Each Party hereby irrevocably submits with regard to any such Legal Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Legal Action relating to this Agreement or any transaction contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each Party hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any Legal Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder: (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Agreement; (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (c) to the fullest extent permitted by the applicable Law, any claim that (i) the suit, action, or proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action, or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.04 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.04.

Section 10.05 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given upon the earlier of actual receipt or (a) when delivered by hand (providing proof of delivery); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient. Such communications must be sent to the respective Parties at the following addresses (or to such other Persons or at such other address for a Party as shall be specified in a written notice given in accordance with this Section 10.05):

If to Parent or Merger Subs, to:	Wellgistics Health, Inc. 3000 Bayport Drive, Suite 950 Tampa, Florida 33607 Attention: Chief Executive Officer Email: bnorton@wellgistics.com; tony@wellgistics.com
with a copy (which will not constitute notice to Parent or Merger Subs) to:	Dykema Gossett PLLC 111 E Kilbourn Avenue, Suite 1050 Milwaukee, Wisconsin 53202 Attention: Kate Bechen; Robin Lehninger Email: kbechen@dykema.com; rlehninger@dykema.com

If to the Company, to:	Peek Healthcare Technologies, Inc. 300 Avenue of the Champions, Suite 222 Palm Beach Gardens, Florida 33418 Attention: Michael Navin Email: mnavin@peekmeds.com
with a copy (which will not constitute notice to the Company) to:	Berkowitz, Trager & Trager, LLC 8 Wright Street, Second Floor Westport, Connecticut 06880 Attention: Ji Kim Email: jk@btt-law.com

Section 10.06 Entire Agreement. This Agreement (including all exhibits, annexes, and schedules referred to herein) and the Ancillary Documents constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, the Exhibits, the Company Disclosure Letter and the Parent Disclosure Letter (other than an exception expressly set forth as such in the Company Disclosure Letter or Parent Disclosure Letter), the statements in the body of this Agreement will control.

Section 10.07 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and respective successors and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except if the Effective Time occurs: (a) the rights of Company Stockholders to receive the Closing Merger Consideration, and (b) the rights of the Indemnified Parties as set forth in Section 5.08.

Section 10.08 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, or incapable of being enforced under any applicable Law, the remainder of this Agreement shall continue in full force and effect and the application of such provision to other Persons or circumstances shall be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to negotiate in good faith to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

Section 10.09 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Parent, Merger Sub Corp or Merger Sub LLC, on the one hand, nor the Company on the other hand, may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

Section 10.10 Remedies Cumulative. Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a Party will be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at Law or in equity. The exercise by a Party of any one remedy will not preclude the exercise by it of any other remedy.

Section 10.11 Specific Performance.

(a) The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at Law or in equity.

(b) Each Party further agrees that: (i) no such Party will oppose the granting of an injunction or specific performance as provided herein on the basis that the other Party has an adequate remedy at law or that an award of specific performance is not an appropriate remedy for any reason at law or equity; (ii) no such Party will oppose the specific performance of the terms and provisions of this Agreement; and (iii) no other Party or any other Person shall be required to obtain, furnish, or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 10.11, and each Party irrevocably waives any right it may have to require the obtaining, furnishing, or posting of any such bond or similar instrument.

Section 10.12 Legal Representation; Preservation of Privilege. From and after the Effective Time, (a) the Company Stockholders as of immediately prior to the Effective Time (the "Former Shareholders") shall be the sole holders of the attorney-client privilege with respect to the engagement of Berkowitz, Trager & Trager, LLC ("BTT") by the Company, and neither the Surviving Company nor its Affiliates shall be a holder thereof, (b) to the extent that files of BTT in respect of such engagement constitute property of the client, only the Former Shareholders and their respective Affiliates (and none of Parent, the Surviving Company or their respective Affiliates) shall hold such property rights and (c) BTT shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to Parent, the Surviving Company or any of their Affiliates by reason of any attorney-client relationship between BTT and the Company or any of its respective Affiliates or otherwise. This Section 10.12 is irrevocable, and no term hereof may be amended, waived or modified, without the prior written consent of BTT.

Section 10.13 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which will be one and the same agreement. This Agreement will become effective when each Party will have received counterparts signed by all of the other Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

PEEK HEALTHCARE TECHNOLOGIES, INC.

By: */s/ Michael Navin*
Name: Michael Navin
Title: CEO

WELLGISTICS HEALTH, INC.

By: */s/ Brian Norton*
Name: Brian Norton
Title: Chief Executive Officer

WELLPEEK MERGER SUB 1, INC.

By: */s/ Brian Norton*
Name: Brian Norton
Title: President

WELLPEEK MERGER SUB 2, LLC

By: */s/ Brian Norton*
Name: Brian Norton
Title: Manager

STOCKHOLDER REPRESENTATIVE

/s/ Michael Navin
Michael Navin

Exhibit 10.1

PROMISSORY NOTE

$500,000.00 April 7, 2025

FOR VALUE RECEIVED, the undersigned, Wellgistics Health, Inc., a Delaware corporation ("Maker"), promises to pay Sansur Associates, LLC ("Payee"), or its assigns, the principal sum of Five Hundred Thousand Dollars ($500,000.00), in lawful money of the United States of America.

The principal balance hereof from time to time outstanding shall bear interest at a rate equal to ten percent (10%) per annum beginning on the effective date and ending on the maturity date of this Promissory Note.

All interest and principal shall be paid in immediately available funds, without offset, counterclaim, or deduction of any amount (including without limitation, taxes) on October 7, 2025 (the "maturity date"), and, except as provided in the immediately following paragraph, shall be made not less than in the amounts otherwise specified to be paid under this Promissory Note. Notwithstanding the foregoing, this Promissory Note may be prepaid in whole or in part at any time and without penalty. All payments and prepayments shall first be applied to accrued interest and then to the payment of principal then most remotely due, but no partial prepayment shall relieve Maker of Maker's obligations to make payments hereunder until all principal and interest is paid in full.

The entire principal balance together with all accrued but unpaid interest, shall, at the option of the Payee and upon written notice to the Maker, become immediately due and payable in the event that any one or more of the following shall occur:

(a) Maker fails to pay any sum due hereunder when due after five (5) days written notice from Payee;

(b) Maker shall: (i) become insolvent or take or fail to take any action which constitutes an admission of inability to pay its debts as they mature, (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, (iv) file a petition in bankruptcy, or for reorganization, or to effect a plan or other arrangement with creditors, (v) file an answer to a creditor's petition, admitting the material allegations thereof, for an adjudication of bankruptcy or for reorganization or to effect a plan or other arrangement with creditors, (vi) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, (vii) have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within sixty (60) days after his appointment, or (viii) take any action for the purpose of effecting any of the foregoing.

No waiver of a default shall constitute a continuing waiver of such default or a waiver of any subsequent default. In the event of a default hereunder, all amounts due and payable shall accrue interest at a default rate equal to twelve percent (12%) per year or the greatest amount as permitted under applicable law. Maker shall pay all costs of collection, including reasonable attorneys' fees.

Maker agrees to reimburse the Payee for all reasonable costs and expenses, including reasonable attorney's fees and expenses, incurred in connection with the enforcement of the Payee's rights against the Maker hereunder.

Maker hereby waives presentment, protest, demand and notice of dishonor, and consents to any and all extensions and renewals hereof without notice. Without affecting the liability of Maker under this Promissory Note, the Payee may, without notice, renew or extend the time for payment, accept partial payments, agree not to sue any party liable on it, or otherwise modify the terms of payment of any part or the whole of the indebtedness evidenced by this Promissory Note, without altering or diminishing the liability of the undersigned.

No delay on the part of the Payee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Payee of any right or remedy shall preclude any other or further exercise of any other right or remedy.

No provision of this Promissory Note may be amended, waived, or otherwise modified except by written agreement of the Maker and the Payee.

The Maker shall not at any time sell, assign, or transfer, all or part of the Maker's interest or obligations in or under this Promissory Note. Notwithstanding the foregoing, the terms and provisions of this Promissory Note shall be binding upon and inure to the benefit of the Maker and the Payee and their respective successors and permitted assigns.

Without affecting the liability of the Maker or any endorser, surety, or guarantor, the Payee may, without notice, grant renewals or extensions, accept partial payments, release or impair any collateral security for the payment of this Promissory Note, or agree not to sue any party liable on it.

This Promissory Note shall be governed by and construed and interpreted in accordance with the internal laws of the State of Florida, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. To the extent permitted by law, Maker waives any right to a trial by jury in any action brought under this Promissory Note. Maker consents to the personal jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida, and agrees that any and all lawsuits or other proceedings applicable to this Promissory Note, or any controversy or dispute arising under this Promissory, shall be brought in the state or federal courts located in Hillsborough County, Florida.

Signature page follows.

IN WITNESS WHEREOF, the undersigned have caused this Promissory Note to be effective as of the date first set forth above.

MAKER: WELLGISTICS HEALTH, INC.

/s/Brian Norton
Name: Brian Norton
Title: Chief Executive Officer

PAYEE: SANSUR ASSOCIATES, LLC

/s/Surendra Ajjarapu
Name: Surendra Ajjarapu
Title: Authorized Signatory

Exhibit 10.2

EQUITY PURCHASE AGREEMENT

This equity purchase agreement is entered into as of April 9, 2025 (this "Agreement"), by and between Wellgistics Health, Inc., a Delaware corporation (the "Company"), and Hudson Global Ventures, LLC, a Nevada limited liability company (the "Investor", and collectively with the Company, the "Parties").

WHEREAS, the Parties desire that, upon the terms and subject to the conditions contained herein, the Company shall issue and sell to the Investor, from time to time as provided herein, and the Investor shall purchase up to Fifty Million Dollars ($50,000,000.00) of the Company's Common Stock (as defined below);

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I
CERTAIN DEFINITIONS

Section 1.1 DEFINED TERMS. As used in this Agreement, the following terms shall have the following meanings specified or indicated (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Agreement" shall have the meaning specified in the preamble hereof.

"Average Daily Trading Value" shall mean the average trading volume of the Company's Common Stock on the Principal Market during the three (3) Trading Days immediately preceding the respective Put Date multiplied by the lowest closing price of the Company's Common Stock on the Principal Market during the three (3) Trading Days immediately preceding the respective Put Date.

"Bankruptcy Law" means Title 11, U.S. Code, or any similar federal or state law for the relief of debtors.

"Claim Notice" shall have the meaning specified in Section 9.3(a).

"Clearing Costs" shall mean all fees incurred by the Investor with respect to the Put Shares, including but not limited to fees charged by or paid to any brokerage firm (including commissions), any clearing firm, and Transfer Agent fees, as well as attorney fees of $1,000 per Put.

"Clearing Date" shall be the date on which the Investor receives the Put Shares in its brokerage account.

"Closing" shall mean one of the closings of a purchase and sale of shares of Common Stock pursuant to Section 2.3.

"Closing Certificate" shall mean the closing certificate of the Company in the form of Exhibit B hereto.

"Closing Date" shall mean the date of any Closing hereunder.

"Commitment Period" shall mean the period commencing on the Execution Date, and ending on the earlier of (i) the date on which the Investor shall have purchased Put Shares pursuant to this Agreement equal to the Maximum Commitment Amount, (ii) twenty-four (24) months after the date of this Agreement, (iii) written notice of termination by the Company to the Investor (which shall not occur at any time that the Investor holds any of the Put Shares), (iv) the Registration Statement is no longer effective after the initial effective date of the Registration Statement, or (v) the date that, pursuant to or within the meaning of any Bankruptcy Law, the Company commences a voluntary case or any Person commences a proceeding against the Company, a Custodian is appointed for the Company or for all or substantially all of its property or the Company makes a general assignment for the benefit of its creditors; provided, however, that the provisions of Articles III, IV, V, VI, IX and the agreements and covenants of the Company and the Investor set forth in Article X shall survive the termination of this Agreement.

"Commitment Shares" shall mean 152,000 shares of Common Stock.

"Common Stock" shall mean the Company's common shares, $0.0001 par value per share, and any shares of any other class of common stock whether now or hereafter authorized, having the right to participate in the distribution of dividends (as and when declared) and assets (upon liquidation of the Company).

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company" shall have the meaning specified in the preamble to this Agreement.

"Custodian" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

"Damages" shall mean any loss, claim, damage, liability, cost and expense (including, without limitation, reasonable attorneys' fees and disbursements and costs and expenses of expert witnesses and investigation).

"Dispute Period" shall have the meaning specified in Section 9.3(a).

"DTC" shall mean The Depository Trust Company, or any successor performing substantially the same function for the Company.

"DTC/FAST Program" shall mean the DTC's Fast Automated Securities Transfer Program.

"DWAC" shall mean Deposit Withdrawal at Custodian as defined by the DTC.

"DWAC Eligible" shall mean that (a) the Common Stock is eligible at DTC for full services pursuant to DTC's Operational Arrangements, including, without limitation, transfer through DTC's DWAC system, (b) the Company has been approved (without revocation) by the DTC's underwriting department, (c) the Transfer Agent is approved as an agent in the DTC/FAST Program, (d) the Put Shares are otherwise eligible for delivery via DWAC, and (e) the Transfer Agent does not have a policy prohibiting or limiting delivery of the Put Shares, as applicable, via DWAC.

"DWAC Shares" means shares of Common Stock that are (i) issued in electronic form, (ii) freely tradable and transferable and without restriction on resale and (iii) timely credited by the Company to the Investor's or its designee's specified DWAC account with DTC under the DTC/FAST Program, or any similar program hereafter adopted by DTC performing substantially the same function.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Execution Date" shall mean the date of this Agreement.

"FINRA" shall mean the Financial Industry Regulatory Authority, Inc.

"Investment Amount" shall mean the Put Shares referenced in the Put Notice multiplied by the Purchase Price, minus the Clearing Costs.

"Indemnified Party" shall have the meaning specified in Section 9.2.

"Indemnifying Party" shall have the meaning specified in Section 9.2.

"Indemnity Notice" shall have the meaning specified in Section 9.3(e).

"Initial Purchase Price" shall mean 90% of the closing price of the Company's Common Stock on the Principal Market on the Trading Day immediately preceding the respective Put Date.

"Investor" shall have the meaning specified in the preamble to this Agreement.

"Lien" means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Market Price" shall mean 90% of the average closing price of the Company's Common Stock on the Principal Market during the three (3) Trading Days immediately following the Clearing Date associated with the applicable Put Notice, as reported by Quotestream or other reputable source designated by the Investor, subject to adjustment as provided in this Agreement.

"Material Adverse Effect" shall mean any effect on the business, operations, properties, or financial condition of the Company and the Subsidiaries that is material and adverse to the Company and the Subsidiaries and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to enter into and perform its obligations under any Transaction Document.

"Maximum Commitment Amount" shall mean Fifty Million Dollars ($50,000,000.00).

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Principal Market" shall mean any of the national exchanges (i.e. NYSE, NYSE American, and Nasdaq) which is at the time the principal trading platform for the Common Stock (excluding all OTC marketplaces).

"Purchase Price" shall mean the lesser of the (i) Initial Purchase Price or (ii) Market Price on such date on which the Purchase Price is calculated in accordance with the terms and conditions of this Agreement.

"Put" shall mean the right of the Company to require the Investor to purchase shares of Common Stock, subject to the terms and conditions of this Agreement.

"Put Date" shall mean any Trading Day during the Commitment Period that a Put Notice is deemed delivered pursuant to Section 2.2(b).

"Put Notice" shall mean a written notice, substantially in the form of Exhibit A hereto, to Investor setting forth the Put Shares which the Company intends to require Investor to purchase pursuant to the terms of this Agreement.

"Put Shares" shall mean all shares of Common Stock issued, or that the Company shall be entitled to issue, per any applicable Put Notice in accordance with the terms and conditions of this Agreement.

"Registration Rights Agreement" shall mean that certain registration rights agreement entered into by the Company with the Investor on the date hereof in connection with this Agreement.

"Registration Statement" shall have the meaning specified in Section 6.4.

"Regulation D" shall mean Regulation D promulgated under the Securities Act.

"Required Minimum" shall mean, as of any date, the maximum aggregate number of shares of Common Stock potentially issuable at such time pursuant to the Transaction Documents, which shall be calculated on each such date as follows: the then remaining Maximum Commitment Amount divided by the Initial Purchase Price on each such date, ignoring any beneficial ownership limitations set forth herein.

"Rule 144" shall mean Rule 144 under the Securities Act or any similar provision then in force under the Securities Act.

"SEC" shall mean the United States Securities and Exchange Commission.

"SEC Documents" shall have the meaning specified in Section 4.5.

"Securities" means, collectively, the Put Shares and Commitment Shares.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Shareholder Approval" shall mean the approval of a sufficient amount of holders of the Company's Common Stock to satisfy the shareholder approval requirements for such action as provided in Nasdaq Rule 5635(d), to effectuate the transactions contemplated by this Agreement, including but not limited to the issuance of Common Stock under this Agreement, including but not limited to the Put Shares and Commitment Shares, in excess of 19.99% of the issued and outstanding shares of the Company's Common Stock as of the date of this Agreement (the "Exchange Cap"), subject to appropriate adjustment for any stock dividend, stock split, stock combination, rights offerings, reclassification or similar transaction that proportionately decreases or increases the Common Stock.

"Subsidiary" means any Person the Company wholly-owns or controls, or in which the Company, directly or indirectly, owns a majority of the voting stock or similar voting interest, in each case that would be disclosable pursuant to Item 601(b)(21) of Regulation S-K promulgated under the Securities Act.

"Third Party Claim" shall have the meaning specified in Section 9.3(a).

"Trading Day" shall mean a day on which the Principal Market shall be open for business.

"Transaction Documents" shall mean this Agreement, the Registration Rights Agreement, and all exhibits hereto and thereto.

"Transfer Agent" shall mean Colonial Stock Transfer Co, Inc., the current transfer agent of the Company, with a mailing address of 7840 S. 700 E., Sandy, UT 84070, and any successor transfer agent of the Company.

"Valuation Period" shall mean the period beginning on the Put Date and continuing through the date that is three (3) Trading Days immediately following the Clearing Date associated with the applicable Put Notice.

ARTICLE II
PURCHASE AND SALE OF COMMON STOCK

Section 2.1 PUTS. Subject to the terms and conditions set forth herein (including, without limitation, the provisions of Article VII), the Company shall have the right, but not the obligation, to direct the Investor, by its delivery to the Investor of a Put Notice from time to time, to purchase Put Shares (i) in a minimum amount not less than $25,000.00 (calculated using the Initial Purchase Price) and (ii) in a maximum amount up to the lesser of (a) $3,000,000.00 (calculated using the Initial Purchase Price) or (b) 200% of the Average Daily Trading Value.

Section 2.2 MECHANICS.

(a) PUT NOTICE. At any time and from time to time during the Commitment Period, except as provided in this Agreement, the Company may deliver a Put Notice to Investor, subject to satisfaction of the conditions set forth in Section 7.2 and otherwise provided herein. The initial price per share identified in the respective Put Notice shall be equal to the Initial Purchase Price and shall be used for purposes of determining the number of shares of Common Stock that the Company can issue pursuant to a respective Put Notice in accordance with Section 2.1 of this Agreement. At the end of the Valuation Period, the Purchase Price for the respective Put Shares and Investment Amount shall be established as further provided in this Agreement. The Company shall deliver, or cause to be delivered, the Put Shares as DWAC Shares to the Investor on or before 4:30 p.m. Eastern time, on the Put Date.

(b) DATE OF DELIVERY OF PUT NOTICE. A Put Notice shall be deemed delivered on (i) the Trading Day it is received by email by the Investor if such notice is received on or prior to 2:30 p.m. Eastern time, or (ii) the immediately succeeding Trading Day if it is received by email after 2:30 p.m. Eastern time on a Trading Day or at any time on a day which is not a Trading Day. The Company shall not deliver a Put Notice to the Investor during the period beginning on the Put Date of the immediately prior Put Notice and continuing through the date that is three (3) Trading Days following the Clearing Date associated with the immediately prior Put Notice (the "Cooldown Period"), provided, however, that the respective Cooldown Period shall not apply to the immediately prior Put Notice if (i) the Put Shares for the immediately prior Put Notice have been delivered to the Investor pursuant to the terms of this Agreement and (ii) the trading volume of the Common Stock on any Trading Day during the respective Cooldown Period exceeds 400% of the total

Put Shares of the immediately prior Put Notice (the "Cooldown Waiver Trigger"). Notwithstanding anything herein to the contrary, all trading volume of the Common Stock on the respective Put Date that occurs prior to the specific time that the Put Notice is delivered to Investor shall not count towards the Cooldown Waiver Trigger.

Section 2.3 CLOSINGS. At the end of the Valuation Period, the Purchase Price and Investment Amount for the respective Put Shares shall be established as provided in this Agreement. If the value of the Put Shares delivered to the Investor causes the Company to exceed the Maximum Commitment Amount, then immediately after the Valuation Period the Investor shall return to the Company the surplus amount of Put Shares associated with such Put and the Purchase Price with respect to such Put shall be reduced by any Clearing Costs related to the return of such Put Shares. The Closing of a Put shall occur within two (2) Trading Days following the end of the respective Valuation Period, whereby the Investor shall deliver the Investment Amount by wire transfer of immediately available funds to an account designated by the Company.

Section 2.4 PRINCIPAL MARKET REGULATION. The Company shall not effect any issuances or sales of the Put Shares under this Agreement above the Exchange Cap and the Investor shall not have the obligation to purchase Put Shares under this Agreement above the Exchange Cap until the Shareholder Approval has been obtained by the Company and is in effect.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF INVESTOR

The Investor represents and warrants to the Company that:

Section 3.1 INTENT. The Investor is entering into this Agreement for its own account and the Investor has no present arrangement (whether or not legally binding) at any time to sell the Securities to or through any Person in violation of the Securities Act or any applicable state securities laws; provided, however, that the Investor reserves the right to dispose of the Securities at any time in accordance with federal and state securities laws applicable to such disposition.

Section 3.2 NO LEGAL ADVICE FROM THE COMPANY. The Investor acknowledges that it has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with its own legal counsel and investment and tax advisors. The Investor is relying solely on such counsel and advisors and not on any statements or representations of the Company or any of its representatives or agents for legal, tax or investment advice with respect to this investment, the transactions contemplated by this Agreement or the securities laws of any jurisdiction.

Section 3.3 ACCREDITED INVESTOR. The Investor is an accredited investor as defined in Rule 501(a)(3) of Regulation D, and the Investor has such experience in business and financial matters that it is capable of evaluating the merits and risks of an investment in the Securities. The Investor acknowledges that an investment in the Securities is speculative and involves a high degree of risk.

Section 3.4 AUTHORITY. The Investor has the requisite power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action and no further consent or authorization of the Investor is required. Each Transaction Document to which it is a party has been duly executed by the Investor, and when delivered by the Investor in accordance with the terms hereof, will constitute the valid and binding obligation of the Investor enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

Section 3.5 NOT AN AFFILIATE. The Investor is not an officer, director or "affiliate" (as that term is defined in Rule 405 of the Securities Act) of the Company.

Section 3.6 ORGANIZATION AND STANDING. The Investor is an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by this Agreement and the other Transaction Documents.

Section 3.7 ABSENCE OF CONFLICTS. The execution and delivery of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby and compliance with the requirements hereof and thereof, will not (a) violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Investor, (b) violate any provision of any indenture, instrument or agreement to which the Investor is a party or is subject, or by which the Investor or any of its assets is bound, or conflict with or constitute a material default thereunder, (c) result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement, or constitute a breach of any fiduciary duty owed by the Investor to any third party, or (d) require the approval of any third-party (that has not been obtained) pursuant to any material contract, instrument, agreement, relationship or legal obligation to which the Investor is subject or to which any of its assets, operations or management may be subject.

Section 3.8 DISCLOSURE; ACCESS TO INFORMATION. The Investor had an opportunity to review copies of the SEC Documents filed on behalf of the Company and has had access to all publicly available information with respect to the Company.

Section 3.9 MANNER OF SALE. At no time was the Investor presented with or solicited by or through any leaflet, public promotional meeting, television advertisement or any other form of general solicitation or advertising.

Section 3.10 TRADING ACTIVITIES. Neither the Investor nor its affiliates has any open short position in the Common Stock as of the date of this Agreement, nor has the Investor entered into any hedging transaction that establishes a net short position with respect to the Common Stock as of the date of this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Investor that:

Section 4.1 ORGANIZATION OF THE COMPANY. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in a Material Adverse Effect and no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

Section 4.2 AUTHORITY. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents. The execution and delivery of this Agreement and the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action and no further consent or authorization of the Company or its Board of Directors or stockholders is required. Each of this Agreement and the other Transaction Documents has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application.

Section 4.3 CAPITALIZATION. Except as set forth in the SEC Documents, the Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock pursuant to the Company's equity incentive plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as set forth in the SEC Documents and except as a result of the purchase and sale of the Securities, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire any shares of Common Stock, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. The issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person

(other than the Investor) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

Section 4.4 LISTING AND MAINTENANCE REQUIREMENTS. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the SEC is contemplating terminating such registration. Except as set forth in the SEC Documents, the Company has not, in the twelve (12) months preceding the date hereof, received notice from the Principal Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Principal Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with all such listing and maintenance requirements.

Section 4.5 SEC DOCUMENTS; DISCLOSURE. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the one (1) year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Documents") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Documents prior to the expiration of any such extension. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and other federal laws, rules and regulations applicable to such SEC Documents, and none of the SEC Documents when filed contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form and substance in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except (a) as may be otherwise indicated in such financial statements or the notes thereto or (b) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments). Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Investor or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information. The Company understands and confirms that the Investor will rely on the foregoing representation in effecting transactions in securities of the Company.

Section 4.6 VALID ISSUANCES. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid, and non-assessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for in the Transaction Documents.

Section 4.7 NO CONFLICTS. Except as set forth in the SEC Documents, the execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Securities, do not and will not: (a) result in a violation of the Company's or any Subsidiary's certificate or articles of incorporation, by-laws or other organizational or charter documents, (b) conflict with, or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, instrument or any "lock-up" or similar provision of any underwriting or similar agreement to which the Company or any Subsidiary is a party, or (c) result in a violation of any federal, state or local law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations) applicable to the Company or any Subsidiary or by which any property or asset of the Company or any Subsidiary is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect) nor is the Company otherwise in violation of, conflict with or in default under any of the

foregoing. The business of the Company is not being conducted in violation of any law, ordinance or regulation of any governmental entity, except for possible violations that either singly or in the aggregate do not and will not have a Material Adverse Effect. The Company is not required under federal, state or local law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement or the other Transaction Documents (other than any SEC, FINRA or state securities filings that may be required to be made by the Company subsequent to any Closing or any registration statement that may be filed pursuant hereto); provided that, for purposes of the representation made in this sentence, the Company is assuming and relying upon the accuracy of the relevant representations and agreements of Investor herein.

Section 4.8 NO MATERIAL ADVERSE CHANGE. No event has occurred that would have a Material Adverse Effect on the Company that has not been disclosed in subsequent SEC Documents.

Section 4.9 LITIGATION AND OTHER PROCEEDINGS. Except as disclosed in the SEC Documents, there are no actions, suits, investigations, inquiries or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties, nor has the Company received any written or oral notice of any such action, suit, proceeding, inquiry or investigation, which would have a Material Adverse Effect. No judgment, order, writ, injunction or decree or award has been issued by or, to the knowledge of the Company, requested of any court, arbitrator or governmental agency which would have a Material Adverse Effect. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the SEC involving the Company, any Subsidiary or any current or former director or officer of the Company or any Subsidiary.

Section 4.10 REGISTRATION RIGHTS. Except as set forth in the SEC Documents and as granted to Investor, no Person (other than the Investor) has any right to cause the Company to effect the registration under the Securities Act of any securities of the Company or any Subsidiary.

Section 4.11 NO SOLICITATION; NO BROKERS. Except with respect to Craft Capital Management LLC, a registered broker-dealer (CRD#: 171350), the Company has taken no action which would give rise to any claim by any person for brokerage commissions, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby. The Company represents and warrants that neither the Investor nor its employee(s), member(s), beneficial owner(s), or partner(s) solicited the Company to enter into this Agreement and consummate the transactions described in this Agreement. The Company represents and warrants that the Investor is not required to be registered as a broker-dealer under the Securities Exchange Act of 1934 in order to (i) enter into or consummate the transactions encompassed by the Transaction Documents, (ii) fulfill the Investor's obligations under the Transaction Documents, or (iii) exercise any of the Investor's rights under the Transaction Documents (including but not limited to the sale of the Securities).

ARTICLE V
COVENANTS OF INVESTOR

Section 5.1 COMPLIANCE WITH LAW; TRADING IN SECURITIES. The Investor's trading activities with respect to shares of Common Stock will be in compliance with all applicable state and federal securities laws and regulations and the rules and regulations of FINRA and the Principal Market.

Section 5.2 NO HEDGING OR SHORT SELLING. The Investor agrees that it will not, and that it will cause its affiliates not to, engage in any short sales or hedging transactions with respect to the Common Stock until this Agreement is terminated; *provided* that the Company acknowledges and agrees that upon Investor's receipt of a Put Notice, the Investor has the right to sell the Common Stock to be issued to the Investor pursuant to the Put Notice prior to receiving such Common Stock.

ARTICLE VI
COVENANTS OF THE COMPANY

Section 6.1 RESERVATION OF COMMON STOCK. The Company shall maintain a reserve from its duly authorized shares of Common Stock equal to the Required Minimum in accordance with the terms of this Agreement.

Section 6.2 LISTING OF COMMON STOCK. The Company shall promptly secure the listing of all of the Securities to be issued to the Investor hereunder on the Principal Market (subject to official notice of issuance) and shall maintain the listing of all such Securities from time to time issuable hereunder. The Company shall maintain the listing and trading of the Common Stock on the Principal Market (including, without limitation, maintaining sufficient net tangible assets) and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of FINRA and the Principal Market.

Section 6.3 OTHER EQUITY LINES AND TRANSACTIONS. So long as this Agreement remains in effect, the Company covenants and agrees that it will not, without the prior written consent of the Investor, enter into any other Equity Line of Credit (as defined below) or Variable Rate Transaction (as defined below) with any other party. "Equity Line of Credit" shall mean any transaction involving a written agreement between the Company and an investor or underwriter whereby the Company has the right to "put" its securities to the investor or underwriter over an agreed period of time and at an agreed price or price formula. "Variable Rate Transaction" means, except for the issuance of securities pursuant to the Company's employee incentive plans, a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) issues securities at a future determined price. Notwithstanding the foregoing, the Investor agrees that the Company may enter into Variable Rate Transaction only in the event that the Company does not deliver a Put Notice within thirty (30) days of the date of this Agreement, so long as (i) the Company first provides a written first right of refusal to the Investor with respect to such Variable Rate Transaction along with a description of the terms of such transaction (the "First Refusal Notice") and (ii) the Investor does not agree to enter into such Variable Rate Transaction within five (5) Trading Days of Investor's receipt of the First Refusal Notice.

Section 6.4 FILING OF CURRENT REPORT AND REGISTRATION STATEMENT. The Company agrees that it shall file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the SEC within the time required by the Exchange Act, relating to the transactions contemplated by, and describing the material terms and conditions of, the Transaction Documents (the "Current Report"). The Company shall permit the Investor to review and comment upon the final pre-filing draft version of the Current Report at least one (1) Trading Day prior to its filing with the SEC, and the Company shall give reasonable consideration to all such comments. The Investor shall use its reasonable best efforts to comment upon the final pre-filing draft version of the Current Report within one (1) Trading Day from the date the Investor receives it from the Company. The Company shall also comply with the Registration Rights Agreement with respect to the filing and effectiveness deadlines of a new registration statement (the "Registration Statement") in accordance with the terms of such Registration Rights Agreement.

Section 6.5 NO BROKER-DEALER ACKNOWLEDGEMENT. Absent a final adjudication from a court of competent jurisdiction stating otherwise, the Company shall not to any person, institution, governmental or other entity, state, claim, allege, or in any way assert, that Investor is currently, or ever has been, a broker-dealer under the Securities Exchange Act of 1934.

ARTICLE VII
CONDITIONS TO DELIVERY OF PUT NOTICES AND CONDITIONS TO CLOSING

Section 7.1 CONDITIONS PRECEDENT TO THE RIGHT OF THE COMPANY TO ISSUE AND SELL PUT SHARES. In addition to the other provisions of this Agreement, the right of the Company to issue and sell the Put Shares to the Investor is subject to the satisfaction of each of the conditions set forth below:

(a) ACCURACY OF INVESTOR'S REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Investor shall be true and correct in all material respects as of the date of this Agreement and as of the date of each Closing as though made at each such time.

(b) PERFORMANCE BY INVESTOR. Investor shall have performed, satisfied and complied in all respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Investor at or prior to such Closing.

Section 7.2 CONDITIONS PRECEDENT TO THE OBLIGATION OF INVESTOR TO PURCHASE PUT SHARES. The obligation of the Investor hereunder to purchase Put Shares is subject to the satisfaction of each of the following conditions:

(a) EFFECTIVE REGISTRATION STATEMENT. The Registration Statement, and any amendment or supplement thereto, shall remain effective for the resale by the Investor of the Put Shares and Commitment Shares at prevailing market prices (and not fixed prices) and (i) neither the Company nor the Investor shall have received notice that the SEC has issued or intends to issue a stop order with respect to such Registration Statement or that the SEC otherwise has suspended or withdrawn the effectiveness of such Registration Statement, either temporarily or permanently, or intends or has threatened to do so and (ii) no other suspension of the use of, or withdrawal of the effectiveness of, such Registration Statement or related prospectus shall exist.

(b) ACCURACY OF THE COMPANY'S REPRESENTATIONS AND WARRANTIES. The representations and warranties of the Company shall be true and correct in all material respects as of the date of this Agreement and as of the date of each Closing (except for representations and warranties specifically made as of a particular date).

(c) PERFORMANCE BY THE COMPANY. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company, including but not limited to the delivery of the Put Shares as provided in Section 2.2(a) of this Agreement.

(d) NO INJUNCTION. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or adopted by any court or governmental authority of competent jurisdiction that prohibits or directly and materially adversely affects any of the transactions contemplated by the Transaction Documents, and no proceeding shall have been commenced that may have the effect of prohibiting or materially adversely affecting any of the transactions contemplated by the Transaction Documents.

(e) ADVERSE CHANGES. Since the date of filing of the Company's most recent SEC Document, no event that had or is reasonably likely to have a Material Adverse Effect has occurred.

(f) NO SUSPENSION OF TRADING IN OR DELISTING OF COMMON STOCK. The trading of the Common Stock shall not have been suspended by the SEC, the Principal Market or FINRA, or otherwise halted for any reason, and the Common Stock shall have been approved for listing on and shall not have been delisted from the Principal Market. In the event of a suspension, delisting, or halting for any reason, of the trading of the Common Stock, as contemplated by this Section 7.2(f), the Investor shall have the right to return to the Company any remaining amount of Put Shares associated with such Put, and the Purchase Price with respect to such Put shall be reduced accordingly.

(g) BENEFICIAL OWNERSHIP LIMITATION. The number of Put Shares then to be purchased by the Investor shall not exceed the number of such shares that, when aggregated with all other shares of Common Stock then owned by the Investor beneficially or deemed beneficially owned by the Investor, would result in the Investor owning more than the Beneficial Ownership Limitation (as defined below), as determined in accordance with Section 16 of the Exchange Act and the regulations promulgated thereunder. For purposes of this Section 7.2(g), in the event that the amount of Common Stock outstanding, as determined in accordance with Section 16 of the Exchange Act and the regulations promulgated thereunder, is greater on a Closing Date than on the date upon which the Put Notice associated with such Closing Date is given, the amount of Common Stock outstanding on such Closing Date shall govern for purposes of determining whether the Investor, when aggregating all purchases of Common Stock made pursuant to this Agreement, would own more than the Beneficial Ownership Limitation following such Closing Date. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable pursuant to a Put Notice.

(h) PENNY STOCK. The Common Stock shall not be deemed to be a "penny stock" as defined in SEC Rule 240.3a51-1 (17 CFR § 240.3a51-1). In the event that the Common Stock becomes a "penny stock" prior to the closing of a respective Put, the Investor shall have the right to return to the Company up to all of the Put Shares associated with such Put, and the Purchase Price with respect to such Put shall be reduced accordingly.

(i) NO KNOWLEDGE. The Company shall have no knowledge of any event more likely than not to have the effect of causing the Registration Statement to be suspended or otherwise ineffective (which event is more likely than not to occur within the fifteen (15) Trading Days following the Trading Day on which such Put Notice is deemed delivered).

(j) NO VIOLATION OF SHAREHOLDER APPROVAL REQUIREMENT. The issuance of the Put Shares shall not violate the shareholder approval requirements of the Principal Market, including but not limited to as contemplated by Section 2.4 of this Agreement.

(k) OFFICER'S CERTIFICATE. On the date of delivery of each Put Notice, the Investor shall have received the Closing Certificate executed by an executive officer of the Company and to the effect that all the conditions to such Closing shall have been satisfied as of the date of each such certificate.

(l) DWAC ELIGIBLE. The Common Stock must be DWAC Eligible and not subject to a "DTC chill."

(m) SEC DOCUMENTS. All reports, schedules, registrations, forms, statements, information and other documents required to have been filed by the Company with the SEC pursuant to the reporting requirements of the Exchange Act shall have been filed with the SEC within the applicable time periods prescribed for such filings under the Exchange Act.

(n) RESERVE. The Company shall have reserved the Required Minimum for the Investor's benefit under this Agreement, the Company shall have satisfied the reserve requirements with respect to all other contracts between the Company and Investor.

(o) MINIMUM PRICING. The lowest traded price of the Common Stock in the ten (10) Trading Days immediately preceding the respective Put Date must exceed $0.15 per share.

(p) BANKRUPTCY. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall not be instituted by or against the Company or any subsidiary of the Company (the "Bankruptcy Proceedings"), and the Company shall have no knowledge of any event more likely than not to have the effect of causing Bankruptcy Proceedings to arise. In the event of Bankruptcy Proceedings as contemplated by this Section 7.2(p), the Investor shall have the right to return to the Company any remaining amount of Put Shares associated with such Put, and the Purchase Price with respect to such Put shall be reduced accordingly.

ARTICLE VIII
LEGENDS

Section 8.1 NO RESTRICTIVE STOCK LEGEND. No restrictive stock legend shall be placed on the share certificates representing the Put Shares.

Section 8.2 INVESTOR'S COMPLIANCE. Nothing in this Article VIII shall affect in any way the Investor's obligations hereunder to comply with all applicable securities laws upon the sale of the Common Stock.

ARTICLE IX
NOTICES; INDEMNIFICATION

Section 9.1 NOTICES. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (a) personally served, (b) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by reputable air courier service with charges prepaid, or (d) transmitted by hand delivery, telegram, or email as a PDF, addressed as set forth below or to such other address as such party shall have specified most recently by written notice given in accordance herewith. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (i) upon hand delivery or delivery by email at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (ii) on the second business day following the date of mailing by express courier service or on the fifth business day after deposited in the mail, in each case, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur.

The addresses for such communications shall be:

If to the Company:

Wellgistics Health, Inc.
3000 Bayport Drive, Suite 950
Tampa, FL 33607
Email: bnorton@wellgistics.com
Attention:Brian Norton

If to the Investor:

Hudson Global Ventures, LLC

Email:info@hudsonventuresllc.com

Either party hereto may from time to time change its address or email for notices under this Section 9.1 by giving at least ten (10) days' prior written notice of such changed address to the other party hereto.

Section 9.2 INDEMNIFICATION. Each party (an "Indemnifying Party") agrees to indemnify and hold harmless the other party along with its officers, directors, employees, and authorized agents, and each Person or entity, if any, who controls such party within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (an "Indemnified Party") from and against any Damages, joint or several, and any action in respect thereof to which the Indemnified Party becomes subject to, resulting from, arising out of or relating to (i) any misrepresentation, breach of warranty or nonfulfillment of or failure to perform any covenant or agreement on the part of the Indemnifying Party contained in this Agreement, (ii) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any post-effective amendment thereof or supplement thereto, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading, or (iv) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation under the Securities Act, the Exchange Act or any state securities law, as such Damages are incurred, except to the extent such Damages result primarily from the Indemnified Party's failure to perform any covenant or agreement contained in this Agreement or the Indemnified Party's negligence, recklessness or bad faith in performing its obligations under this Agreement; provided, however, that the foregoing indemnity agreement shall not apply to any Damages of an Indemnified Party to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made by an Indemnifying Party in reliance upon and in conformity with written information furnished to the Indemnifying Party by the Indemnified Party expressly for use in the Registration Statement, any post-effective amendment thereof or supplement thereto, or any preliminary prospectus or final prospectus (as amended or supplemented).

Section 9.3 METHOD OF ASSERTING INDEMNIFICATION CLAIMS. All claims for indemnification by any Indemnified Party under Section 9.2 shall be asserted and resolved as follows:

(a) In the event any claim or demand in respect of which an Indemnified Party might seek indemnity under Section 9.2 is asserted against or sought to be collected from such Indemnified Party by a Person other than a party hereto or an affiliate thereof (a "Third Party Claim"), the Indemnified Party shall deliver a written notification, enclosing a copy of all papers served, if any, and specifying the nature of and basis for such Third Party Claim and for the Indemnified Party's claim for indemnification that is being asserted under any provision of Section 9.2 against an Indemnifying Party, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such Third Party Claim (a "Claim Notice") with reasonable promptness to the Indemnifying Party. If the Indemnified Party fails to provide the Claim Notice with reasonable promptness after the Indemnified Party receives notice of such Third Party Claim, the Indemnifying Party shall not be obligated to indemnify the Indemnified Party with respect to such Third Party Claim to the extent that the Indemnifying Party's ability to defend has been prejudiced by such failure of the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party as soon as practicable within the period ending thirty (30) calendar days following receipt by the Indemnifying Party of either a Claim Notice or an Indemnity Notice (as defined below) (the "Dispute Period") whether the Indemnifying Party disputes its liability or the amount of its liability to the Indemnified Party under

Section 9.2 and whether the Indemnifying Party desires, at its sole cost and expense, to defend the Indemnified Party against such Third Party Claim.

(i) If the Indemnifying Party notifies the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Indemnified Party with respect to the Third Party Claim pursuant to this Section 9.3(a), then the Indemnifying Party shall have the right to defend, with counsel reasonably satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, such Third Party Claim by all appropriate proceedings, which proceedings shall be vigorously and diligently prosecuted by the Indemnifying Party to a final conclusion or will be settled at the discretion of the Indemnifying Party (but only with the consent of the Indemnified Party in the case of any settlement that provides for any relief other than the payment of monetary damages or that provides for the payment of monetary damages as to which the Indemnified Party shall not be indemnified in full pursuant to Section 9.2). The Indemnifying Party shall have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that the Indemnified Party may, at the sole cost and expense of the Indemnified Party, at any time prior to the Indemnifying Party's delivery of the notice referred to in the first sentence of this clause (i), file any motion, answer or other pleadings or take any other action that the Indemnified Party reasonably believes to be necessary or appropriate to protect its interests; and provided, further, that if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnifying Party in contesting any Third Party Claim that the Indemnifying Party elects to contest. The Indemnified Party may participate in, but not control, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this clause (i), and except as provided in the preceding sentence, the Indemnified Party shall bear its own costs and expenses with respect to such participation. Notwithstanding the foregoing, the Indemnified Party may takeover the control of the defense or settlement of a Third Party Claim at any time if it irrevocably waives its right to indemnity under Section 9.2 with respect to such Third Party Claim.

(ii) If the Indemnifying Party fails to notify the Indemnified Party within the Dispute Period that the Indemnifying Party desires to defend the Third Party Claim pursuant to Section 9.3(a), or if the Indemnifying Party gives such notice but fails to prosecute vigorously and diligently or settle the Third Party Claim, or if the Indemnifying Party fails to give any notice whatsoever within the Dispute Period, then the Indemnified Party shall have the right to defend, at the sole cost and expense of the Indemnifying Party, the Third Party Claim by all appropriate proceedings, which proceedings shall be prosecuted by the Indemnified Party in a reasonable manner and in good faith or will be settled at the discretion of the Indemnified Party(with the consent of the Indemnifying Party, which consent will not be unreasonably withheld). The Indemnified Party will have full control of such defense and proceedings, including any compromise or settlement thereof; provided, however, that if requested by the Indemnified Party, the Indemnifying Party will, at the sole cost and expense of the Indemnifying Party, provide reasonable cooperation to the Indemnified Party and its counsel in contesting any Third Party Claim which the Indemnified Party is contesting. Notwithstanding the foregoing provisions of this clause (ii), if the Indemnifying Party has notified the Indemnified Party within the Dispute Period that the Indemnifying Party disputes its liability or the amount of its liability hereunder to the Indemnified Party with respect to such Third Party Claim and if such dispute is resolved in favor of the Indemnifying Party in the manner provided in clause (iii) below, the Indemnifying Party will not be required to bear the costs and expenses of the Indemnified Party's defense pursuant to this clause (ii) or of the Indemnifying Party's participation therein at the Indemnified Party's request, and the Indemnified Party shall reimburse the Indemnifying Party in full for all reasonable costs and expenses incurred by the Indemnifying Party in connection with such litigation. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this clause (ii), and the Indemnifying Party shall bear its own costs and expenses with respect to such participation.

(iii) If the Indemnifying Party notifies the Indemnified Party that it does not dispute its liability or the amount of its liability to the Indemnified Party with respect to the Third Party Claim under Section 9.2 or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes its liability or the amount of its liability to the Indemnified Party with respect to such Third Party Claim, the amount of Damages specified in the Claim Notice shall be conclusively deemed a liability of the Indemnifying Party under Section 9.2 and the Indemnifying Party shall pay the amount of such Damages to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability or the amount of its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute; provided, however, that if the dispute is not resolved within thirty (30) days after the Claim Notice, the Indemnifying Party shall be entitled to institute such legal action as it deems appropriate.

(b) In the event any Indemnified Party should have a claim under Section 9.2 against the Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver a written notification of a claim for indemnity under Section 9.2 specifying the nature of and basis for such claim, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined in good faith, of such claim (an "Indemnity Notice") with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent that the Indemnifying Party demonstrates that it has been irreparably prejudiced thereby. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim or the amount of the claim described in such Indemnity Notice or fails to notify the Indemnified Party within the Dispute Period whether the Indemnifying Party disputes the claim or the amount of the claim described in such Indemnity Notice, the amount of Damages specified in the Indemnity Notice will be conclusively deemed a liability of the Indemnifying Party under Section 9.2 and the Indemnifying Party shall pay the amount of such Damages to the Indemnified Party on demand. If the Indemnifying Party has timely disputed its liability or the amount of its liability with respect to such claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute; provided, however, that if the dispute is not resolved within thirty (30) days after the Claim Notice, the Indemnifying Party shall be entitled to institute such legal action as it deems appropriate.

(c) The Indemnifying Party agrees to pay the Indemnified Party, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim.

(d) The indemnity provisions contained herein shall be in addition to (i) any cause of action or similar rights of the Indemnified Party against the Indemnifying Party or others, and (ii) any liabilities the Indemnifying Party may be subject to.

ARTICLE X
MISCELLANEOUS

Section 10.1 ARBITRATION OF CLAIMS; GOVERNING LAW; JURISDICTION. The Company and Investor shall submit all Claims (as defined in Exhibit C of this Agreement) (the "Claims") arising under this Agreement or any other agreement between the Company and Investor or their respective affiliates (including but not limited to the Transaction Documents) or any Claim relating to the relationship of the Company and Investor or their respective affiliates to binding arbitration pursuant to the arbitration provisions set forth in Exhibit C of the Agreement (the "Arbitration Provisions"). The Company and Investor hereby acknowledge and agree that the Arbitration Provisions are unconditionally binding on the Company and Investor hereto and are severable from all other provisions of this Agreement. By executing this Agreement, Company represents, warrants and covenants that Company has reviewed the Arbitration Provisions carefully, consulted with legal counsel about such provisions (or waived its right to do so), understands that the Arbitration Provisions are intended to allow for the expeditious and efficient resolution of any dispute hereunder, agrees to the terms and limitations set forth in the Arbitration Provisions, and that Company will not take a position contrary to the foregoing representations. Company acknowledges and agrees that Investor may rely upon the foregoing representations and covenants of Company regarding the Arbitration Provisions. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. The Company and Investor consent to and expressly agree that the exclusive venue for arbitration of any Claims arising under this Agreement or any other agreement between the Company and Investor or their respective affiliates (including but not limited to the Transaction Documents) or any Claim relating to the relationship of the Company and Investor or their respective affiliates shall be in the State of Delaware. Without modifying the Company's and Investor's mandatory obligations to resolve disputes hereunder pursuant to the Arbitration Provisions, for any litigation arising in connection with any of the Transaction Documents (and notwithstanding the terms (specifically including any governing law and venue terms) of any transfer agent services agreement or other agreement between the Company's transfer agent and the Company, such litigation specifically includes, without limitation any action between or involving Company and the Company's transfer agent related to Investor in any way (specifically including, without limitation, any action where Company seeks to obtain an injunction, temporary restraining order, or otherwise prohibit the Company's transfer agent from issuing shares of Common Stock to Investor for any reason)), each party hereto hereby (i) consents to and expressly submits to the exclusive personal jurisdiction of any state or federal court sitting in the State of Delaware, (ii) expressly submits to the exclusive venue of any such court for the purposes hereof, (iii) agrees to not bring any such action (specifically including, without limitation, any action where Company seeks to obtain an injunction, temporary restraining order, or otherwise prohibit the Company's transfer agent from issuing shares of Common Stock to Investor for any reason) outside of any state or federal court sitting in the State of Delaware, and (iv) waives any claim of improper venue and any claim or objection that such courts are an inconvenient forum or any other claim, defense or objection to the bringing of any such proceeding in such jurisdiction or to any claim that such venue of the suit, action or proceeding is improper. Notwithstanding anything in the foregoing to the contrary, nothing

herein shall limit, or shall be deemed or construed to limit, the ability of the Investor to realize on any collateral or any other security, or to enforce a judgment or other court ruling in favor of the Investor, including through a legal action in any court of competent jurisdiction. The Company hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any objection to jurisdiction and venue of any action instituted hereunder, any claim that it is not personally subject to the jurisdiction of any such court, and any claim that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper (including but not limited to based upon *forum non conveniens*). **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY**. The Company irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to Company at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The prevailing party in any action or dispute brought in connection with this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

Section 10.2 PAYMENT SET ASIDE. Further, to the extent that the (i) Company makes a payment or payments to the Investor pursuant to this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby, or (ii) the Investor enforces or exercises its rights pursuant to this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby (including but not limited to the sale of the Securities), and such payment or payments or the proceeds of such enforcement or exercise or any part thereof (including but not limited to the sale of the Securities) are for any reason (i) subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, or disgorged by the Investor, or (ii) are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver, government entity, or any other person or entity under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action), then (i) to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred and (ii) the Company shall immediately pay to the Investor a dollar amount equal to the amount that was for any reason (i) subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, or disgorged by the Investor, or (ii) required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver, government entity, or any other person or entity under any law (including, without limitation, any bankruptcy law, foreign, state or federal law, common law or equitable cause of action).

Section 10.3 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Company and the Investor and their respective successors. Neither this Agreement nor any rights of the Investor or the Company hereunder may be assigned by either party to any other Person.

Section 10.4 NO THIRD PARTY BENEFICIARIES. This Agreement is intended for the benefit of the Company and the Investor and their respective successors, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as set forth in Section 9.3.

Section 10.5 TERMINATION. The Company may terminate this Agreement at any time by written notice to the Investor, except during any Valuation Period or at any time that the Investor holds any of the Put Shares; *provided, however*, that the Company may terminate this Agreement at a time when the Investor holds the Put Shares if (i) at such time there is an effective Registration Statement covering all such Put Shares in accordance with the terms of the Registration Rights Agreement and (ii) the Company provides written notice of termination at least seven (7) calendar days prior to the date of termination of this Agreement. In addition, this Agreement shall automatically terminate at the end of the Commitment Period. Notwithstanding anything in this Agreement to the contrary, (i) the provisions of Articles III, IV, VI, IX of this Agreement and the agreements and covenants of the Company and the Investor set forth in Article X of this Agreement shall survive the termination of this Agreement and (ii) the Investor shall retain all rights to the Commitment Shares even if this Agreement is terminated.

Section 10.6 ENTIRE AGREEMENT. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the Company and the Investor with respect to the matters covered herein and therein and supersede all prior

agreements and understandings, oral or written, with respect to such matters, which the Parties acknowledge have been merged into such documents, exhibits and schedules.

Section 10.7 FEES AND EXPENSES. Except as expressly set forth in the Transaction Documents or any other writing to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Investor. On the date of this Agreement, the Company shall issue the Commitment Shares to Investor for its commitment to enter into this Agreement. The Commitment Shares shall be earned in full upon the execution of this Agreement, and the issuance of the Commitment Shares is not contingent upon any other event or condition, including but not limited to the effectiveness of the Registration Statement or the Company's submission of a Put Notice to the Investor. In addition, the Company shall pay $15,000.00 to legal counsel of the Investor on the date of this Agreement for Investor's expenses relating to the preparation of this Agreement.

Section 10.8 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which may be executed by less than all of the Parties and shall be deemed to be an original instrument which shall be enforceable against the Parties actually executing such counterparts and all of which together shall constitute one and the same instrument. This Agreement may be delivered to the other Parties hereto by email of a copy of this Agreement bearing the signature of the Parties so delivering this Agreement.

Section 10.9 SEVERABILITY. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that such severability shall be ineffective if it materially changes the economic benefit of this Agreement to any party.

Section 10.10 FURTHER ASSURANCES. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 10.11 NO STRICT CONSTRUCTION. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any party.

Section 10.12 EQUITABLE RELIEF. The Company recognizes that in the event that it fails to perform, observe, or discharge any or all of its obligations under this Agreement, any remedy at law may prove to be inadequate relief to the Investor. The Company therefore agrees that the Investor shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

Section 10.13 TITLE AND SUBTITLES. The titles and subtitles used in this Agreement are used for the convenience of reference and are not to be considered in construing or interpreting this Agreement.

Section 10.14 AMENDMENTS; WAIVERS. No provision of this Agreement may be amended or waived by the Parties from and after the date that is one (1) Trading Day immediately preceding the initial filing of the Registration Statement with the SEC. Subject to the immediately preceding sentence, (i) no provision of this Agreement may be amended other than by a written instrument signed by both Parties hereto and (ii) no provision of this Agreement may be waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. No failure or delay in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

Section 10.15 PUBLICITY. The Company and the Investor shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and no party shall issue any such press release or otherwise make any such public statement, other than as required by law, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law, in which such case the disclosing party shall provide the other party with prior notice of such public statement. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Investor without the prior written consent of the Investor, except to the extent required by law. The Investor acknowledges that this Agreement and all or part of the Transaction Documents may be deemed to be "material contracts," as that term is defined by Item 601(b)(10) of Regulation S-K, and that the Company may therefore be required to file

such documents as exhibits to reports or registration statements filed under the Securities Act or the Exchange Act. The Investor further agrees that the status of such documents and materials as material contracts shall be determined solely by the Company, in consultation with its counsel.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

THE COMPANY:

WELLGISTICS HEALTH, INC.

By: _____
Name: Brian Norton
Title: Chief Executive Officer

INVESTOR:

HUDSON GLOBAL VENTURES, LLC

By: _____
Name: Seth Ahdoot
Title: Member

[Signature Page to equity purchase agreement]

EXHIBIT A

FORM OF PUT NOTICE

TO: HUDSON GLOBAL VENTURES, LLC
DATE: _____

We refer to the equity purchase agreement, dated April 9, 2025 (the "Agreement"), entered into by and between Wellgistics Health, Inc. and you. Capitalized terms defined in the Agreement shall, unless otherwise defined herein, have the same meaning when used herein.

We hereby:

1) Give you notice that we require you to purchase _____ Put Shares pursuant to the Agreement; and

2) The Initial Purchase Price pursuant to the Agreement is _____; and

2) Certify that, as of the date hereof, the conditions set forth in Section 7.2 of the Agreement are satisfied.

WELLGISTICS HEALTH, INC.

By: _____
Name: Brian Norton
Title: Chief Executive Officer

EXHIBIT B

FORM OF OFFICER'S CERTIFICATE
OF WELLGISTICS HEALTH, INC.

Pursuant to Section 7.2(k) of that certain equity purchase agreement, dated April 9, 2025 (the "Agreement"), by and between Wellgistics Health, Inc. (the "Company") and Hudson Global Ventures, LLC (the "Investor"), the undersigned, in his capacity as Chief Executive Officer of the Company, and not in his individual capacity, hereby certifies, as of the date hereof (such date, the "Condition Satisfaction Date"), the following:

1. The representations and warranties of the Company are true and correct in all material respects as of the Condition Satisfaction Date as though made on the Condition Satisfaction Date (except for representations and warranties specifically made as of a particular date) with respect to all periods, and as to all events and circumstances occurring or existing to and including the Condition Satisfaction Date, except for any conditions which have temporarily caused any representations or warranties of the Company set forth in the Agreement to be incorrect and which have been corrected with no continuing impairment to the Company or the Investor; and

2. All of the conditions precedent to the obligation of the Investor to purchase Put Shares set forth in the Agreement, including but not limited to Section 7.2 of the Agreement, have been satisfied as of the Condition Satisfaction Date.

Capitalized terms used herein shall have the meanings set forth in the Agreement unless otherwise defined herein.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his hand as of the _____, 20__.

By: _____
Name: Brian Norton
Title: Chief Executive Officer

EXHIBIT C

ARBITRATION PROVISIONS

1. Dispute Resolution. Each party consents to and expressly agrees that the exclusive venue for arbitration of any dispute arising out of or relating to any of the Transaction Documents or the relationship of the parties or their affiliates shall be in the State of Delaware. For purposes of this Exhibit C, the term "**Claims**" means any disputes, claims, demands, causes of action, requests for injunctive relief, requests for specific performance, questions regarding severability of any provisions of the Transaction Documents, liabilities, damages, losses, or controversies whatsoever arising from, related to, or connected with the transactions contemplated in the Transaction Documents and any communications between the parties related thereto, including without limitation any claims of mutual mistake, mistake, fraud, misrepresentation, failure of formation, failure of consideration, promissory estoppel, unconscionability, failure of condition precedent, rescission, and any statutory claims, tort claims, contract claims, or claims to void, invalidate or terminate the Agreement (or these Arbitration Provisions (defined below)) or any of the other Transaction Documents. The parties to this Agreement (the "**parties**") hereby agree that the Claims may be arbitrated in one or more Arbitrations pursuant to these Arbitration Provisions (one for an injunction or injunctions and a separate one for all other Claims). The parties hereby agree that the arbitration provisions set forth in this Exhibit C ("**Arbitration Provisions**") are binding on each of them. As a result, any attempt to rescind the Agreement (or these Arbitration Provisions) or any other Transaction Document) or declare the Agreement (or these Arbitration Provisions) or any other Transaction Document invalid or unenforceable pursuant to Section 29 of the 1934 Act or for any other reason is subject to these Arbitration Provisions. These Arbitration Provisions shall also survive any termination or expiration of the Agreement. Any capitalized term not defined in these Arbitration Provisions shall have the meaning set forth in the Agreement.

2. Arbitration. Except as otherwise provided herein, all Claims must be submitted to arbitration ("**Arbitration**") to be conducted exclusively in the State of Delaware and pursuant to the terms set forth in these Arbitration Provisions. Subject to the arbitration appeal

right provided for in Paragraph 5 below (the "**Appeal Right**"), the parties agree that the award of the arbitrator rendered pursuant to Paragraph 4 below (the "**Arbitration Award**") shall be (a) final and binding upon the parties, (b) the sole and exclusive remedy between them regarding any Claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator, and (c) promptly payable in United States dollars free of any tax, deduction or offset (with respect to monetary awards). Subject to the Appeal Right, any costs or fees, including without limitation attorneys' fees, incurred in connection with or incident to enforcing the Arbitration Award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. Judgment upon the Arbitration Award will be entered and enforced by any state or federal court sitting in the State of Delaware.

3. The Arbitration Act. The parties hereby incorporate herein the provisions and procedures set forth in the Delaware Uniform Arbitration Act, Title 10 Chapter 57 (as amended or superseded from time to time, the "**Arbitration Act**"). Notwithstanding the foregoing, pursuant to, and to the maximum extent permitted by, the Arbitration Act, in the event of conflict or variation between the terms of these Arbitration Provisions and the provisions of the Arbitration Act, the terms of these Arbitration Provisions shall control and the parties hereby waive or otherwise agree to vary the effect of all requirements of the Arbitration Act that may conflict with or vary from these Arbitration Provisions.

4. Arbitration Proceedings. Arbitration between the parties will be subject to the following:

4.1 *Initiation of Arbitration*. Pursuant to the Arbitration Act, the parties agree that a party may initiate Arbitration by giving written notice to the other party ("**Arbitration Notice**") in the same manner that notice is permitted under Section 8(f) of the Agreement; *provided, however*, that the Arbitration Notice may not be given by email or fax. Arbitration will be deemed initiated as of the date that the Arbitration Notice is deemed physically delivered to such other party under Section 8(f) of the Agreement (the "**Service Date**"). After the Service Date, information may be delivered, and notices may be given, by email or fax pursuant to Section 8(f) of the Agreement or any other method permitted thereunder. The Arbitration Notice must describe the nature of the controversy, the remedies sought, and the election to commence Arbitration proceedings. All Claims in the Arbitration Notice must be pleaded consistent with the Delaware Rules of Civil Procedure.

4.2 *Selection and Payment of Arbitrator*.

(a) Within ten (10) calendar days after the Service Date, Investor shall select and submit to Company the names of three (3) arbitrators that are designated as "neutrals" or qualified arbitrators by the American Arbitration Association ("AAA") or other arbitration service provider agreed upon by the parties (such three (3) designated persons hereunder are referred to herein as the "**Proposed Arbitrators**"). For the avoidance of doubt, each Proposed Arbitrator must be qualified as a "neutral" with AAA or other arbitration service provider agreed upon by the parties. Within five (5) calendar days after Investor has submitted to Company the names of the Proposed Arbitrators, Company must select, by written notice to Investor, one (1) of the Proposed Arbitrators to act as the arbitrator for the parties under these Arbitration Provisions. If Company fails to select one of the Proposed Arbitrators in writing within such 5-day period, then Investor may select the arbitrator from the Proposed Arbitrators by providing written notice of such selection to Company.

(b) If Investor fails to submit to Company the Proposed Arbitrators within ten (10) calendar days after the Service Date pursuant to subparagraph (a) above, then Company may at any time prior to Investor so designating the Proposed Arbitrators, identify the names of three (3) arbitrators that are designated as "neutrals" or qualified arbitrators by AAA or other arbitration service provider agreed upon by the parties by written notice to Investor. Investor may then, within five (5) calendar days after Company has submitted notice of its Proposed Arbitrators to Investor, select, by written notice to Company, one (1) of the Proposed Arbitrators to act as the arbitrator for the parties under these Arbitration Provisions. If Investor fails to select in writing and within such 5-day period one (1) of the three (3) Proposed Arbitrators selected by Company, then Company may select the arbitrator from its three (3) previously selected Proposed Arbitrators by providing written notice of such selection to Investor.

(c) If a Proposed Arbitrator chosen to serve as arbitrator declines or is otherwise unable to serve as arbitrator, then the party that selected such Proposed Arbitrator may select one (1) of the other three (3) Proposed Arbitrators within three (3) calendar days of the date the chosen Proposed Arbitrator declines or notifies the parties he or she is unable to serve as arbitrator. If all three (3) Proposed Arbitrators decline or are otherwise unable to serve as arbitrator, then the arbitrator selection process shall begin again in accordance with this Paragraph 4.2.

(d) The date that the Proposed Arbitrator selected pursuant to this Paragraph 4.2 agrees in writing (including via email) delivered to both parties to serve as the arbitrator hereunder is referred to herein as the "**Arbitration Commencement Date**". If an arbitrator resigns or is unable to act during the Arbitration, a replacement arbitrator shall be chosen in accordance with this Paragraph 4.2 to continue the

Arbitration. If AAA or other arbitration service provider agreed upon by the parties ceases to exist or to provide a list of neutrals and there is no successor thereto, then replacement arbitrators shall be selected and agreed upon by both parties within five (5) calendar days thereafter.

(e) Subject to Paragraph 4.10 below, the cost of the arbitrator must be paid equally by both parties. Subject to Paragraph 4.10 below, if one party refuses or fails to pay its portion of the arbitrator fee, then the other party can advance such unpaid amount, with such amount being added to or subtracted from, as applicable, the Arbitration Award.

4.3 *Applicability of Certain Delaware Rules*. The parties agree that the Arbitration shall be conducted generally in accordance with the Delaware Rules of Civil Procedure and the Delaware Rules of Evidence. More specifically, the Delaware Rules of Civil Procedure shall apply, without limitation, to the filing of any pleadings, motions or memoranda, the conducting of discovery, and the taking of any depositions. The Delaware Rules of Evidence shall apply to any hearings, whether telephonic or in person, held by the arbitrator. Notwithstanding the foregoing, it is the parties' intent that the incorporation of such rules will in no event supersede these Arbitration Provisions. In the event of any conflict between the Delaware Rules of Civil Procedure or the Delaware Rules of Evidence and these Arbitration Provisions, these Arbitration Provisions shall control.

4.4 *Answer and Default*. An answer and any counterclaims to the Arbitration Notice shall be required to be delivered to the party initiating the Arbitration within twenty (20) calendar days after the Arbitration Commencement Date. If an answer is not delivered by the required deadline, the arbitrator must provide written notice to the defaulting party stating that the arbitrator will enter a default award against such party if such party does not file an answer within five (5) calendar days of receipt of such notice. If an answer is not filed within the five (5) day extension period, the arbitrator must render a default award, consistent with the relief requested in the Arbitration Notice, against a party that fails to submit an answer within such time period.

4.5 [Intentionally Omitted].

4.6 *Discovery*. The parties agree that discovery shall be conducted as follows:

(a) Written discovery will only be allowed if the likely benefits of the proposed written discovery outweigh the burden or expense thereof, and the written discovery sought is likely to reveal information that will satisfy a specific element of a claim or defense already pleaded in the Arbitration. The party seeking written discovery shall always have the burden of showing that all of the standards and limitations set forth in these Arbitration Provisions are satisfied. The scope of discovery in the Arbitration proceedings shall also be limited as follows:

(i) To facts directly connected with the transactions contemplated by the Agreement.

(ii) To facts and information that cannot be obtained from another source or in another manner that is more convenient, less burdensome or less expensive than in the manner requested.

(b) No party shall be allowed (i) more than fifteen (15) interrogatories (including discrete subparts), (ii) more than fifteen (15) requests for admission (including discrete subparts), (iii) more than ten (10) document requests (including discrete subparts), or (iv) more than three (3) depositions (excluding expert depositions) for a maximum of seven (7) hours per deposition. The costs associated with depositions will be borne by the party taking the deposition. The party defending the deposition will submit a notice to the party taking the deposition of the estimated attorneys' fees that such party expects to incur in connection with defending the deposition. If the party defending the deposition fails to submit an estimate of attorneys' fees within five (5) calendar days of its receipt of a deposition notice, then such party shall be deemed to have waived its right to the estimated attorneys' fees. The party taking the deposition must pay the party defending the deposition the estimated attorneys' fees prior to taking the deposition, unless such obligation is deemed to be waived as set forth in the immediately preceding sentence. If the party taking the deposition believes that the estimated attorneys' fees are unreasonable, such party may submit the issue to the arbitrator for a decision.

(c) All discovery requests (including document production requests included in deposition notices) must be submitted in writing to the arbitrator and the other party. The party submitting the written discovery requests must include with such discovery requests a detailed explanation of how the proposed discovery requests satisfy the requirements of these Arbitration Provisions and the Delaware Rules of Civil Procedure. The receiving party will then be allowed, within five (5) calendar days of receiving the proposed discovery requests, to submit to the arbitrator an estimate of the attorneys' fees and costs associated with responding to such written discovery requests and a written challenge to each applicable discovery request. After receipt of an estimate of attorneys' fees and costs and/or

challenge(s) to one or more discovery requests, consistent with subparagraph (c) above, the arbitrator will within three (3) calendar days make a finding as to the likely attorneys' fees and costs associated with responding to the discovery requests and issue an order that (i) requires the requesting party to prepay the attorneys' fees and costs associated with responding to the discovery requests, and (ii) requires the responding party to respond to the discovery requests as limited by the arbitrator within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. If a party entitled to submit an estimate of attorneys' fees and costs and/or a challenge to discovery requests fails to do so within such 5-day period, the arbitrator will make a finding that (A) there are no attorneys' fees or costs associated with responding to such discovery requests, and (B) the responding party must respond to such discovery requests (as may be limited by the arbitrator) within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. Any party submitting any written discovery requests, including without limitation interrogatories, requests for production subpoenas to a party or a third party, or requests for admissions, must prepay the estimated attorneys' fees and costs, before the responding party has any obligation to produce or respond to the same, unless such obligation is deemed waived as set forth above.

(d) In order to allow a written discovery request, the arbitrator must find that the discovery request satisfies the standards set forth in these Arbitration Provisions and the Delaware Rules of Civil Procedure. The arbitrator must strictly enforce these standards. If a discovery request does not satisfy any of the standards set forth in these Arbitration Provisions or the Delaware Rules of Civil Procedure, the arbitrator may modify such discovery request to satisfy the applicable standards, or strike such discovery request in whole or in part.

(e) Each party may submit expert reports (and rebuttals thereto), provided that such reports must be submitted within sixty (60) days of the Arbitration Commencement Date. Each party will be allowed a maximum of two (2) experts. Expert reports must contain the following: (i) a complete statement of all opinions the expert will offer at trial and the basis and reasons for them; (ii) the expert's name and qualifications, including a list of all the expert's publications within the preceding ten (10) years, and a list of any other cases in which the expert has testified at trial or in a deposition or prepared a report within the preceding ten (10) years; and (iii) the compensation to be paid for the expert's report and testimony. The parties are entitled to depose any other party's expert witness one (1) time for no more than four (4) hours. An expert may not testify in a party's case-in-chief concerning any matter not fairly disclosed in the expert report.

4.6 *Dispositive Motions*. Each party shall have the right to submit dispositive motions pursuant to the Delaware Rules of Civil Procedure (a "**Dispositive Motion**"). The party submitting the Dispositive Motion may, but is not required to, deliver to the arbitrator and to the other party a memorandum in support (the "**Memorandum in Support**") of the Dispositive Motion. Within seven (7) calendar days of delivery of the Memorandum in Support, the other party shall deliver to the arbitrator and to the other party a memorandum in opposition to the Memorandum in Support (the "**Memorandum in Opposition**"). Within seven (7) calendar days of delivery of the Memorandum in Opposition, as applicable, the party that submitted the Memorandum in Support shall deliver to the arbitrator and to the other party a reply memorandum to the Memorandum in Opposition ("**Reply Memorandum**"). If the applicable party shall fail to deliver the Memorandum in Opposition as required above, or if the other party fails to deliver the Reply Memorandum as required above, then the applicable party shall lose its right to so deliver the same, and the Dispositive Motion shall proceed regardless.

4.7 *Confidentiality*. All information disclosed by either party (or such party's agents) during the Arbitration process (including without limitation information disclosed during the discovery process or any Appeal (defined below)) shall be considered confidential in nature. Each party agrees not to disclose any confidential information received from the other party (or its agents) during the Arbitration process (including without limitation during the discovery process or any Appeal) unless (a) prior to or after the time of disclosure such information becomes public knowledge or part of the public domain, not as a result of any inaction or action of the receiving party or its agents, (b) such information is required by a court order, subpoena or similar legal duress to be disclosed if such receiving party has notified the other party thereof in writing and given it a reasonable opportunity to obtain a protective order from a court of competent jurisdiction prior to disclosure, or (c) such information is disclosed to the receiving party's agents, representatives and legal counsel on a need to know basis who each agree in writing not to disclose such information to any third party. The arbitrator is hereby authorized and directed to issue a protective order to prevent the disclosure of privileged information and confidential information upon the written request of either party.

4.8 *Authorization; Timing; Scheduling Order*. Subject to all other portions of these Arbitration Provisions, the parties hereby authorize and direct the arbitrator to take such actions and make such rulings as may be necessary to carry out the parties' intent for the Arbitration proceedings to be efficient and expeditious. The parties hereby agree that an Arbitration Award must be made within one hundred twenty (120) calendar days after the Arbitration Commencement Date. The arbitrator is hereby authorized and directed to hold a scheduling conference within ten (10) calendar days after the Arbitration Commencement Date in order to establish a scheduling order with various binding deadlines for discovery, expert testimony, and the submission of documents by the parties to enable the arbitrator to render a decision prior to the end of such 120-day period.

4.9 *Relief*. The arbitrator shall have the right to award or include in the Arbitration Award (or in a preliminary ruling) any relief which the arbitrator deems proper under the circumstances, including, without limitation, specific performance and injunctive relief, provided that the arbitrator may not award exemplary or punitive damages.

4.10 *Fees and Costs*. As part of the Arbitration Award, the arbitrator is hereby directed to require the losing party (the party being awarded the least amount of money by the arbitrator, which, for the avoidance of doubt, shall be determined without regard to any statutory fines, penalties, fees, or other charges awarded to any party) to (a) pay the full amount of any unpaid costs and fees of the Arbitration, and (b) reimburse the prevailing party for all reasonable attorneys' fees, arbitrator costs and fees, deposition costs, other discovery costs, and other expenses, costs or fees paid or otherwise incurred by the prevailing party in connection with the Arbitration.

5. Arbitration Appeal.

5.1 *Initiation of Appeal.* Following the entry of the Arbitration Award, either party (the "**Appellant**") shall have a period of thirty (30) calendar days in which to notify the other party (the "**Appellee**"), in writing, that the Appellant elects to appeal (the "**Appeal**") the Arbitration Award (such notice, an "**Appeal Notice**") to a panel of arbitrators as provided in Paragraph 5.2 below. The date the Appellant delivers an Appeal Notice to the Appellee is referred to herein as the "**Appeal Date**". The Appeal Notice must be delivered to the Appellee in accordance with the provisions of Paragraph 4.1 above with respect to delivery of an Arbitration Notice. In addition, together with delivery of the Appeal Notice to the Appellee, the Appellant must also pay for (and provide proof of such payment to the Appellee together with delivery of the Appeal Notice) a bond in the amount of 110% of the sum the Appellant owes to the Appellee as a result of the Arbitration Award the Appellant is appealing. In the event an Appellant delivers an Appeal Notice to the Appellee (together with proof of payment of the applicable bond) in compliance with the provisions of this Paragraph 5.1, the Appeal will occur as a matter of right and, except as specifically set forth herein, will not be further conditioned. In the event a party does not deliver an Appeal Notice (along with proof of payment of the applicable bond) to the other party within the deadline prescribed in this Paragraph 5.1, such party shall lose its right to appeal the Arbitration Award. If no party delivers an Appeal Notice (along with proof of payment of the applicable bond) to the other party within the deadline described in this Paragraph 5.1, the Arbitration Award shall be final. The parties acknowledge and agree that any Appeal shall be deemed part of the parties' agreement to arbitrate for purposes of these Arbitration Provisions and the Arbitration Act.

5.2 *Selection and Payment of Appeal Panel.* In the event an Appellant delivers an Appeal Notice to the Appellee (together with proof of payment of the applicable bond) in compliance with the provisions of Paragraph 5.1 above, the Appeal will be heard by a three (3) person arbitration panel (the "**Appeal Panel**").

(a) Within ten (10) calendar days after the Appeal Date, the Appellee shall select and submit to the Appellant the names of five (5) arbitrators that are designated as "neutrals" or qualified arbitrators by AAA or other arbitration service provider agreed upon by the parties (such five (5) designated persons hereunder are referred to herein as the "**Proposed Appeal Arbitrators**"). For the avoidance of doubt, each Proposed Appeal Arbitrator must be qualified as a "neutral" with AAA or other arbitration service provider agreed upon by the parties, and shall not be the arbitrator who rendered the Arbitration Award being appealed (the "**Original Arbitrator**"). Within five (5) calendar days after the Appellee has submitted to the Appellant the names of the Proposed Appeal Arbitrators, the Appellant must select, by written notice to the Appellee, three (3) of the Proposed Appeal Arbitrators to act as the members of the Appeal Panel. If the Appellant fails to select three (3) of the Proposed Appeal Arbitrators in writing within such 5-day period, then the Appellee may select such three (3) arbitrators from the Proposed Appeal Arbitrators by providing written notice of such selection to the Appellant.

(b) If the Appellee fails to submit to the Appellant the names of the Proposed Appeal Arbitrators within ten (10) calendar days after the Appeal Date pursuant to subparagraph (a) above, then the Appellant may at any time prior to the Appellee so designating the Proposed Appeal Arbitrators, identify the names of five (5) arbitrators that are designated as "neutrals" or qualified arbitrators by AAA or other arbitration service provider agreed upon by the parties (none of whom may be the Original Arbitrator) by written notice to the Appellee. The Appellee may then, within five (5) calendar days after the Appellant has submitted notice of its selected arbitrators to the Appellee, select, by written notice to the Appellant, three (3) of such selected arbitrators to serve on the Appeal Panel. If the Appellee fails to select in writing within such 5-day period three (3) of the arbitrators selected by the Appellant to serve as the members of the Appeal Panel, then the Appellant may select the three (3) members of the Appeal Panel from the Appellant's list of five (5) arbitrators by providing written notice of such selection to the Appellee.

(c) If a selected Proposed Appeal Arbitrator declines or is otherwise unable to serve, then the party that selected such Proposed Appeal Arbitrator may select one (1) of the other five (5) designated Proposed Appeal Arbitrators within three (3) calendar days of the date a chosen Proposed Appeal Arbitrator declines or notifies the parties he or she is unable to serve as an arbitrator. If at least three

(3) of the five (5) designated Proposed Appeal Arbitrators decline or are otherwise unable to serve, then the Proposed Appeal Arbitrator selection process shall begin again in accordance with this Paragraph 5.2; *provided, however*, that any Proposed Appeal Arbitrators who have already agreed to serve shall remain on the Appeal Panel.

(d) The date that all three (3) Proposed Appeal Arbitrators selected pursuant to this Paragraph 5.2 agree in writing (including via email) delivered to both the Appellant and the Appellee to serve as members of the Appeal Panel hereunder is referred to herein as the "**Appeal Commencement Date**". No later than five (5) calendar days after the Appeal Commencement Date, the Appellee shall designate in writing (including via email) to the Appellant and the Appeal Panel the name of one (1) of the three (3) members of the Appeal Panel to serve as the lead arbitrator in the Appeal proceedings. Each member of the Appeal Panel shall be deemed an arbitrator for purposes of these Arbitration Provisions and the Arbitration Act, provided that, in conducting the Appeal, the Appeal Panel may only act or make determinations upon the approval or vote of no less than the majority vote of its members, as announced or communicated by the lead arbitrator on the Appeal Panel. If an arbitrator on the Appeal Panel ceases or is unable to act during the Appeal proceedings, a replacement arbitrator shall be chosen in accordance with Paragraph 5.2 above to continue the Appeal as a member of the Appeal Panel. If AAA or other arbitration service provider agreed upon by the parties ceases to exist or to provide a list of neutrals, then replacement arbitrators for the Appeal Panel shall be selected and agreed upon by both parties within five (5) calendar days thereafter.

(d) Subject to Paragraph 5.7 below, the cost of the Appeal Panel must be paid entirely by the Appellant.

5.3 *Appeal Procedure.* The Appeal will be deemed an appeal of the entire Arbitration Award. In conducting the Appeal, the Appeal Panel shall conduct a de novo review of all Claims described or otherwise set forth in the Arbitration Notice. Subject to the foregoing and all other provisions of this Paragraph 5, the Appeal Panel shall conduct the Appeal in a manner the Appeal Panel considers appropriate for a fair and expeditious disposition of the Appeal, may hold one or more hearings and permit oral argument, and may review all previous evidence and discovery, together with all briefs, pleadings and other documents filed with the Original Arbitrator (as well as any documents filed with the Appeal Panel pursuant to Paragraph 5.4(a) below). Notwithstanding the foregoing, in connection with the Appeal, the Appeal Panel shall not permit the parties to conduct any additional discovery or raise any new Claims to be arbitrated, shall not permit new witnesses or affidavits, and shall not base any of its findings or determinations on the Original Arbitrator's findings or the Arbitration Award.

5.4 *Timing.*

(a) Within seven (7) calendar days of the Appeal Commencement Date, the Appellant (i) shall deliver or cause to be delivered to the Appeal Panel copies of the Appeal Notice, all discovery conducted in connection with the Arbitration, and all briefs, pleadings and other documents filed with the Original Arbitrator (which material Appellee shall have the right to review and supplement if necessary), and (ii) may, but is not required to, deliver to the Appeal Panel and to the Appellee a Memorandum in Support of the Appellant's arguments concerning or position with respect to all Claims, counterclaims, issues, or accountings presented or pleaded in the Arbitration. Within seven (7) calendar days of the Appellant's delivery of the Memorandum in Support, as applicable, the Appellee shall deliver to the Appeal Panel and to the Appellant a Memorandum in Opposition to the Memorandum in Support. Within seven (7) calendar days of the Appellee's delivery of the Memorandum in Opposition, as applicable, the Appellant shall deliver to the Appeal Panel and to the Appellee a Reply Memorandum to the Memorandum in Opposition. If the Appellant shall fail to substantially comply with the requirements of clause (i) of this subparagraph (a), the Appellant shall lose its right to appeal the Arbitration Award, and the Arbitration Award shall be final. If the Appellee shall fail to deliver the Memorandum in Opposition as required above, or if the Appellant shall fail to deliver the Reply Memorandum as required above, then the Appellee or the Appellant, as the case may be, shall lose its right to so deliver the same, and the Appeal shall proceed regardless.

(b) Subject to subparagraph (a) above, the parties hereby agree that the Appeal must be heard by the Appeal Panel within thirty (30) calendar days of the Appeal Commencement Date, and that the Appeal Panel must render its decision within thirty (30) calendar days after the Appeal is heard (and in no event later than sixty (60) calendar days after the Appeal Commencement Date).

5.5 *Appeal Panel Award.* The Appeal Panel shall issue its decision (the "**Appeal Panel Award**") through the lead arbitrator on the Appeal Panel. Notwithstanding any other provision contained herein, the Appeal Panel Award shall (a) supersede in its entirety and make of no further force or effect the Arbitration Award (provided that any protective orders issued by the Original Arbitrator shall remain in full force and effect), (b) be final and binding upon the parties, with no further rights of appeal, (c) be the sole and exclusive remedy between the parties regarding any Claims, counterclaims, issues, or accountings presented or pleaded in the Arbitration, and (d) be promptly payable in United States dollars free of any tax, deduction or offset (with respect to monetary awards). Any costs or fees, including without limitation attorneys' fees, incurred in connection with or incident to enforcing the Appeal Panel Award shall, to the

maximum extent permitted by law, be charged against the party resisting such enforcement. Judgment upon the Appeal Panel Award will be entered and enforced by a state or federal court sitting in the State of Delaware.

5.6 *Relief.* The Appeal Panel shall have the right to award or include in the Appeal Panel Award any relief which the Appeal Panel deems proper under the circumstances, including, without limitation, specific performance and injunctive relief, provided that the Appeal Panel may not award exemplary or punitive damages.

5.7 *Fees and Costs.* As part of the Appeal Panel Award, the Appeal Panel is hereby directed to require the losing party (the party being awarded the least amount of money by the arbitrator, which, for the avoidance of doubt, shall be determined without regard to any statutory fines, penalties, fees, or other charges awarded to any party) to (a) pay the full amount of any unpaid costs and fees of the Arbitration and the Appeal Panel, and (b) reimburse the prevailing party (the party being awarded the most amount of money by the Appeal Panel, which, for the avoidance of doubt, shall be determined without regard to any statutory fines, penalties, fees, or other charges awarded to any part) the reasonable attorneys' fees, arbitrator and Appeal Panel costs and fees, deposition costs, other discovery costs, and other expenses, costs or fees paid or otherwise incurred by the prevailing party in connection with the Arbitration (including without limitation in connection with the Appeal).

6. Miscellaneous.

6.1 *Severability.* If any part of these Arbitration Provisions is found to violate or be illegal under applicable law, then such provision shall be modified to the minimum extent necessary to make such provision enforceable under applicable law, and the remainder of the Arbitration Provisions shall remain unaffected and in full force and effect.

6.2 *Governing Law*. These Arbitration Provisions shall be governed by the laws of the State of Delaware without regard to the conflict of laws principles therein.

6.3 *Interpretation*. The headings of these Arbitration Provisions are for convenience of reference only and shall not form part of, or affect the interpretation of, these Arbitration Provisions.

6.4 *Waiver*. No waiver of any provision of these Arbitration Provisions shall be effective unless it is in the form of a writing signed by the party granting the waiver.

6.5 *Time is of the Essence*. Time is expressly made of the essence with respect to each and every provision of these Arbitration Provisions.

[*Remainder of page intentionally left blank*]

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of April 9, 2025, by and between **WELLGISTICS HEALTH, INC.,** a Delaware corporation (the "Company"), and **HUDSON GLOBAL VENTURES, LLC,** a Nevada limited liability company (together with it permitted assigns, the "Investor"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the equity purchase agreement by and between the parties hereto, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement").

WHEREAS:

The Company has agreed, upon the terms and subject to the conditions of the Purchase Agreement, to sell to the Investor up to Fifty Million Dollars ($50,000,000.00) of Put Shares (as defined in the Purchase Agreement) and to induce the Investor to enter into the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "Securities Act"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings:

a. "Investor" shall have the meaning set forth above.

b. "Person" means any individual or entity including but not limited to any corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

c. "Register," "registered," and "registration" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the Securities Act and/or pursuant to Rule 415 under the Securities Act or any successor rule providing for offering securities on a continuous basis ("Rule 415"), and the declaration or ordering of effectiveness of such registration statement(s) by the United States Securities and Exchange Commission (the "SEC").

d. "Registrable Securities" means all of the Put Shares which have been, or which may, from time to time be issued, including without limitation all of the shares of Common Stock (as defined in the Purchase Agreement) (the "Common Stock") which have been issued or will be issued to the Investor under the Purchase Agreement (without regard to any beneficial ownership or restriction on purchases therein), as well as the Commitment Shares (as defined in the Purchase Agreement) (the "Commitment Shares"), without regard to any limitation on beneficial ownership or restriction on purchases therein, and shares of Common Stock issued to the Investor as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, without regard to any limitation on beneficial ownership in the Purchase Agreement or rights and designations of the Commitment Shares.

e. "Registration Statement" means one or more registration statements of the Company.

2. REGISTRATION.

a. Mandatory Registration. The Company shall, within forty-five (45) calendar days from the date of this Agreement, file with the SEC an initial Registration Statement covering at least 3,578,254 of Registrable Securities (including the Commitment Shares) in accordance with applicable SEC rules, regulations and interpretations so as to permit the resale of such Registrable Securities by the Investor for Investor's resale of the Registrable Securities), including but not limited to under Rule 415 under the Securities Act at then prevailing market prices (and not fixed prices), subject to the aggregate number of authorized shares of the Company's Common Stock then available for issuance in its Certificate of Incorporation. The initial Registration Statement shall register only the Registrable

Securities. The Investor and its counsel shall have a reasonable opportunity to review and comment upon such Registration Statement and any amendment or supplement to such Registration Statement and any related prospectus prior to its filing with the SEC, and the Company shall give due consideration to all reasonable comments. The Investor shall furnish all information reasonably requested by the Company for inclusion therein. The Company shall use its best efforts to have the Registration Statement declared effective by the SEC within ninety (90) calendar days from the date hereof (or at the earliest possible date if prior to ninety (90) calendar days from the date hereof), and any amendment to the Registration Statement thereafter declared effective by the SEC at the earliest possible date. The Company shall keep the Registration Statement effective, including but not limited to pursuant to Rule 415 promulgated under the Securities Act and available for the resale by the Investor of all of the Registrable Securities covered thereby at all times until the date on which the Investor shall have sold all the Registrable Securities and the Maximum Commitment Amount (as defined in the Purchase Agreement) under the Purchase Agreement has been drawn down by the Company pursuant to a Registration Statement (the "Registration Period"). The Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. In the event that (i) the Registration Statement or New Registration Statement (as defined below) becomes stale after the initial effectiveness of such Registration Statement or New Registration Statement and (ii) the Investor still has ownership of any of the Registrable Securities, the Company shall immediately file one or more post-effective amendments to facilitate the SEC's declaration of effectiveness with respect to such Registration Statement or New Registration Statement.

b. Rule 424 Prospectus. The Company shall, as required by applicable securities regulations, from time to time file (in each case, at the earliest possible date) with the SEC, pursuant to Rule 424 promulgated under the Securities Act, the prospectus and prospectus supplements, if any, to be used in connection with sales of the Registrable Securities under the Registration Statement. The Company shall file such initial prospectus covering the Investor's sale of the Registrable Securities on the same date that the Registration Statement is declared effective by the SEC. The Investor and its counsel shall have a reasonable opportunity to review and comment upon such prospectus prior to its filing with the SEC, and the Company shall give due consideration to all such comments. The Investor shall use its reasonable best efforts to comment upon such prospectus within one (1) Business Day from the date the Investor receives the final pre-filing version of such prospectus.

c. Sufficient Number of Shares Registered. In the event the number of shares available under the Registration Statement is insufficient to cover all of the Registrable Securities, the Company shall amend the Registration Statement or file a new Registration Statement (a "New Registration Statement"), so as to cover all of such Registrable Securities (subject to the limitations set forth in Section 2(a)) as soon as practicable, but in any event not later than ten (10) Business Days after the necessity therefor arises, subject to any limits that may be imposed by the SEC pursuant to Rule 415 under the Securities Act. The Company shall use it reasonable best efforts to cause such amendment and/or New Registration Statement to become effective as soon as practicable following the filing thereof. In the event that any of the Registrable Securities are not included in the Registration Statement, or have not been included in any New Registration Statement and the Company files any other registration statement under the Securities Act (other than on Form S-4, Form S-8, or with respect to other employee related plans or rights offerings) ("Other Registration Statement") then the Company shall include such remaining Registrable Securities in such Other Registration Statement. The Company agrees that it shall not file any such Other Registration Statement unless all of the Registrable Securities have been included in such Other Registration Statement or otherwise have been registered for resale as described above.

d. Offering. If the staff of the SEC (the "Staff") or the SEC seeks to characterize any offering pursuant to a Registration Statement filed pursuant to this Agreement as constituting an offering of securities that does not permit such Registration Statement to become effective and be used for resales by the Investor under Rule 415 at then prevailing market prices (and not fixed prices), or if after the filing of the initial Registration Statement with the SEC pursuant to Section 2(a), the Company is otherwise required by the Staff or the SEC to reduce the number of Registrable Securities included in such initial Registration Statement, then the Company shall reduce the number of Registrable Securities to be included in such initial Registration Statement (with the prior consent, which shall not be unreasonably withheld, of the Investor and its legal counsel as to the specific Registrable Securities to be removed therefrom) until such time as the Staff and the SEC shall so permit such Registration Statement to become effective and be used as aforesaid. In the event of any reduction in Registrable Securities pursuant to this paragraph, the Company shall file one or more New Registration Statements in accordance with Section 2(c) until such time as all Registrable Securities have been included in Registration Statements that have been declared effective and the prospectus contained therein is available for use by the Investor. Notwithstanding any provision herein or in the Purchase Agreement to the contrary, the Company's obligations to register Registrable Securities (and any related conditions to the Investor's obligations) shall be qualified as necessary to comport with any requirement of the SEC or the Staff as addressed in this Section 2(d).

3. RELATED OBLIGATIONS.

With respect to the Registration Statement and whenever any Registrable Securities are to be registered pursuant to Section 2 including on any New Registration Statement, the Company shall use its reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

a. The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to any registration statement and the prospectus used in connection with such registration statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep the Registration Statement or any New Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by the Registration Statement or any New Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such registration statement.

b. The Company shall permit the Investor to review and comment upon the Registration Statement or any New Registration Statement and all amendments and supplements thereto at least two (2) Business Days prior to their filing with the SEC, and not file any document in a form to which Investor reasonably objects. The Investor shall use its reasonable best efforts to comment upon the Registration Statement or any New Registration Statement and any amendments or supplements thereto within two (2) Business Days from the date the Investor receives the final version thereof. The Company shall furnish to the Investor, without charge any correspondence from the SEC or the staff of the SEC to the Company or its representatives relating to the Registration Statement or any New Registration Statement.

c. Upon request of the Investor, the Company shall furnish to the Investor, (i) promptly after the same is prepared and filed with the SEC, at least one copy of such registration statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits, (ii) upon the effectiveness of any registration statement, a copy of the prospectus included in such registration statement and all amendments and supplements thereto (or such other number of copies as the Investor may reasonably request) and (iii) such other documents, including copies of any preliminary or final prospectus, as the Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by the Investor. For the avoidance of doubt, any filing available to the Investor via the SEC's live EDGAR system shall be deemed "furnished to the Investor" hereunder.

d. The Company shall use reasonable best efforts to (i) register and qualify the Registrable Securities covered by a registration statement under such other securities or "blue sky" laws of such jurisdictions in the United States as the Investor reasonably requests, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify the Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

e. As promptly as practicable after becoming aware of such event or facts, the Company shall notify the Investor in writing of the happening of any event or existence of such facts as a result of which the prospectus included in any registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and promptly prepare a supplement or amendment to such registration statement and/or take any other necessary steps (which, if in accordance with applicable SEC rules and regulations, may consist of a document to be filed by the Company with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act and to be incorporated by reference in the prospectus) to correct such untrue statement or omission, and deliver a copy of such supplement or amendment to the Investor (or such other number of copies as the Investor may reasonably request). The Company shall also promptly notify the Investor in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a registration statement or any post-effective amendment has become effective (notification of such

effectiveness shall be delivered to the Investor by email on the same day of such effectiveness and by overnight mail), (ii) of any request by the SEC for amendments or supplements to any registration statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a registration statement would be appropriate.

f. The Company shall use its reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of any registration statement, or the suspension of the qualification of any Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify the Investor of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

g. The Company shall (i) cause all the Registrable Securities to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (ii) secure designation and quotation of all the Registrable Securities on the Principal Market (as defined in the Purchase Agreement). The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section.

h. The Company shall cooperate with the Investor to facilitate the timely preparation and delivery of the Registrable Securities (not bearing any restrictive legend) either by DWAC, DRS, or in certificated form if DWAC or DRS is unavailable, to be offered pursuant to any registration statement and enable such Registrable Securities to be in such denominations or amounts as the Investor may reasonably request and registered in such names as the Investor may request.

i. The Company shall at all times provide a transfer agent and registrar with respect to its Common Stock.

j. If reasonably requested by the Investor, the Company shall (i) immediately incorporate in a prospectus supplement or post-effective amendment such information as the Investor believes should be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities; (ii) make all required filings of such prospectus supplement or post-effective amendment as soon as practicable upon notification of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any registration statement.

k. The Company shall use its reasonable best efforts to cause the Registrable Securities covered by any registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities.

l. Within one (1) Business Day after any registration statement which includes the Registrable Securities is ordered effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investor) confirmation that such registration statement has been declared effective by the SEC in the form attached hereto as Exhibit A. Thereafter, if requested by the Investor at any time, the Company shall require its counsel to deliver to the Investor a written confirmation whether or not the effectiveness of such registration statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not the registration statement is current and available to the Investor for sale of all of the Registrable Securities.

m. The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by the Investor of Registrable Securities pursuant to any registration statement.

4. OBLIGATIONS OF THE INVESTOR.

a. The Company shall notify the Investor in writing of the information the Company reasonably requires from the Investor in connection with any registration statement hereunder. The Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be

reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

b. The Investor agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any registration statement hereunder.

c. The Investor agrees that, upon receipt of any notice from the Company of the happening of any event or existence of facts of the kind described in Section 3(f) or the first sentence of 3(e), the Investor will immediately discontinue disposition of Registrable Securities pursuant to any registration statement(s) covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(f) or the first sentence of 3(e). Notwithstanding anything to the contrary, the Company shall cause its transfer agent to promptly deliver shares of Common Stock without any restrictive legend in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Securities with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(f) or the first sentence of Section 3(e) and for which the Investor has not yet settled.

5. EXPENSES OF REGISTRATION.

All reasonable expenses, other than sales or brokerage commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company, shall be paid by the Company.

6. INDEMNIFICATION.

a. To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Investor, each Person, if any, who controls the Investor, the members, the directors, officers, partners, employees, agents, representatives of the Investor and each Person, if any, who controls the Investor within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act") (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, attorneys' fees, amounts paid in settlement or expenses, joint or several, (collectively, "Claims") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in the Registration Statement, any New Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to the Registration Statement or any New Registration Statement or (iv) any material violation by the Company of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "Violations"). The Company shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information about the Investor furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of the Registration Statement, any New Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e); (ii) with respect to any superseded prospectus, shall not inure to the benefit of any such person from whom the person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any person controlling such person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, if such revised prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e), and the Indemnified Person was promptly advised in writing not to use the incorrect prospectus prior to the use giving rise to a violation and such Indemnified Person, notwithstanding such advice, used it; (iii) shall not be available to the extent such Claim is based on a failure of the Investor to deliver or to cause to be delivered the prospectus made available by the Company, if such prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e); and (iv) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be

unreasonably withheld. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 9.

b. Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such claim or litigation. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

c. The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

d. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities.

8. REPORTS AND DISCLOSURE UNDER THE SECURITIES ACTS.

With a view to making available to the Investor the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration ("Rule 144"), the Company agrees, at the Company's sole expense, to:

a. make and keep public information available, as those terms are understood and defined in Rule 144;

b. file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144;

c. furnish to the Investor so long as the Investor owns Registrable Securities, promptly upon request, (i) a written statement by the Company that it has complied with the reporting and or disclosure provisions of Rule 144, the Securities Act and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Investor to sell such securities pursuant to Rule 144 without registration; and

d. take such additional action as is requested by the Investor to enable the Investor to sell the Registrable Securities pursuant to Rule 144, including, without limitation, delivering all such legal opinions, consents, certificates, resolutions and instructions to the Company's transfer agent as may be requested from time to time by the Investor and otherwise fully cooperate with Investor and Investor's broker to effect such sale of securities pursuant to Rule 144.

The Company agrees that damages may be an inadequate remedy for any breach of the terms and provisions of this Section 8 and that Investor shall, whether or not it is pursuing any remedies at law, be entitled to equitable relief in the form of a preliminary or permanent injunctions, without having to post any bond or other security, upon any breach or threatened breach of any such terms or provisions.

9. ASSIGNMENT OF REGISTRATION RIGHTS.

The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor.

10. AMENDMENT OF REGISTRATION RIGHTS.

No provision of this Agreement may be amended or waived by the parties from and after the date that is one Business Day immediately preceding the initial filing of the Registration Statement with the SEC. Subject to the immediately preceding sentence, no provision of this Agreement may be (i) amended other than by a written instrument signed by both parties hereto or (ii) waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

11. MISCELLANEOUS.

a. A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registrable Securities.

b. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one (1) Business Day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses for such communications shall be:

If to the Company, to:

WELLGISTICS HEALTH, INC.
3000 Bayport Drive, Suite 950
Tampa, FL 33607
Email: bnorton@wellgistics.com
Attention: Brian Norton

If to the Investor:

HUDSON GLOBAL VENTURES, LLC

_____

_____

e-mail: info@hudsonventuresllc.com

or at such other address, email address, and/or to the attention of such other person as the recipient party has specified by written notice given to each other party three (3) Business Days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's email account containing the time, date, recipient email address, as applicable, and an image of the first page of such transmission or (C) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of personal service, receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively.

c. The Company and Investor shall submit all Claims (as defined in Exhibit C of the Purchase Agreement) (the "Claims") arising under this Agreement or any other agreement between the parties and their affiliates or any Claim relating to the relationship of the parties to binding arbitration pursuant to the arbitration provisions set forth in Exhibit C of the Purchase Agreement (the "Arbitration Provisions"). The Company and Investor hereby acknowledge and agree that the Arbitration Provisions are unconditionally binding on the Company and Investor hereto and are severable from all other provisions of this Agreement. By executing this Agreement, Company represents, warrants and covenants that Company has reviewed the Arbitration Provisions carefully, consulted with legal counsel about such provisions (or waived its right to do so), understands that the Arbitration Provisions are intended to allow for the expeditious and efficient resolution of any dispute hereunder, agrees to the terms and limitations set forth in the Arbitration Provisions, and that Company will not take a position contrary to the foregoing representations. Company acknowledges and agrees that Investor may rely upon the foregoing representations and covenants of Company regarding the Arbitration Provisions. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. The Company and Investor consent to and expressly agree that the exclusive venue for arbitration of any Claims arising under this Agreement or any other agreement between the Company and Investor or their respective affiliates (including but not limited to the Transaction Documents (as defined in the Purchase Agreement)) or any Claim relating to the relationship of the Company and Investor or their respective affiliates shall be in the State of Delaware. Without modifying the Company's and Investor's obligations to resolve disputes hereunder pursuant to the Arbitration Provisions, for any litigation arising in connection with any of the Transaction Documents (and notwithstanding the terms (specifically including any governing law and venue terms) of any transfer agent services agreement or other agreement between the Company's transfer agent and the Company, such litigation specifically includes, without limitation any action between or involving Company and the Company's transfer agent or otherwise related to Investor in any way (specifically including, without limitation, any action where Company seeks to obtain an injunction, temporary restraining order, or otherwise prohibit the Company's transfer agent from issuing shares of Common Stock to Investor for any reason)), each party hereto hereby (i) consents to and expressly submits to the exclusive personal jurisdiction of any state or federal court sitting in the State of Delaware, (ii) expressly submits to the exclusive venue of any such court for the purposes hereof, (iii) agrees to not bring any such action (specifically including, without limitation, any action where Company seeks to obtain an injunction, temporary restraining order, or otherwise prohibit the Company's transfer agent from issuing shares of Common Stock to Investor for any reason) outside of any state or federal court sitting in the State of Delaware, and (iv) waives any claim of improper venue and any claim or objection that such courts are an inconvenient forum or any other claim, defense or objection to the bringing of any such proceeding in such jurisdiction or to any claim that such venue of the suit, action or proceeding is improper. Notwithstanding anything in the foregoing to the contrary, nothing herein shall limit, or shall be deemed or construed to limit, the ability of the Investor to realize on any collateral or any other security, or to enforce a judgment or other court ruling in favor of the Investor, including through a legal action in any court of competent jurisdiction. The Company hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any objection to jurisdiction and venue of any action instituted hereunder, any claim that it is not personally subject to the jurisdiction of any such court, and any claim that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper (including but not limited to based upon *forum non conveniens)*. **THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED HEREBY**. The Company irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to Company at the

address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. The prevailing party in any action or dispute brought in connection with this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby shall be entitled to recover from the other party its reasonable attorney's fees and costs. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

d. This Agreement, the Purchase Agreement, and all other ancillary documentation entered into between the Company and Investor therewith constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the Purchase Agreement, and all other ancillary documentation entered into between the Company and Investor therewith supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

e. Subject to the requirements of Section 9, this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

f. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

g. This Agreement may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by e-mail in a ".pdf" format data file of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

h. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

i. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

j. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

* * * * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of day and year first above written.

THE COMPANY:

WELLGISTICS HEALTH, INC.

By: _____
Name: BRIAN NORTON
Title: CHIEF EXECUTIVE OFFICER

INVESTOR:

HUDSON GLOBAL VENTURES, LLC

By: _____

Name:SETH AHDOOT
Title: MEMBER

[Signature Page to registration rights agreement]

EXHIBIT A

TO REGISTRATION RIGHTS AGREEMENT

FORM OF NOTICE OF EFFECTIVENESS OF REGISTRATION STATEMENT

_____, 2025

_____
_____
_____

Re: Effectiveness of Registration Statement

Ladies and Gentlemen:

We are counsel to WELLGISTICS HEALTH, INC., a Delaware corporation (the "Company"), and have represented the Company in connection with that certain Purchase Agreement, dated as of April 9, 2025 (the "Purchase Agreement"), entered into by and between the Company and HUDSON GLOBAL VENTURES, LLC, a Nevada limited liability company (the "Investor") pursuant to which the Company has agreed to issue to the Investor common stock of the Company, $0.0001 par value per share (the "Common Stock"), in an amount up to Fifty Million Dollars ($50,000,000.00) (the "Put Shares") as well as the Commitment Shares (as defined in the Purchase Agreement) (the "Commitment Shares") in accordance with the terms of the Purchase Agreement. In connection with the transactions contemplated by the Purchase Agreement, the Company has registered with the U.S. Securities & Exchange Commission the following shares of Common Stock:

(1) _____ Put Shares to be issued to the Investor by the Company in accordance with the Purchase Agreement; and

(2) _____ Commitment Shares.

Pursuant to the Purchase Agreement, the Company also has entered into a Registration Rights Agreement, of even date with the Purchase Agreement with the Investor (the "Registration Rights Agreement") pursuant to which the Company agreed, among other things, to register the Put Shares and Commitment Shares under the Securities Act of 1933, as amended (the "Securities Act"). In connection with the Company's obligations under the Purchase Agreement and the Registration Rights Agreement, on [_____], 2025, the Company filed a Registration Statement (File No. 333-_____) (the "Registration Statement") with the Securities and Exchange Commission (the "SEC") relating to the resale of the Put Shares and Commitment Shares.

In connection with the foregoing, we advise you that a member of the SEC's staff has advised us by telephone that the SEC has entered an order declaring the Registration Statement effective under the Securities Act at [_____] [A.M./P.M.] on [_____], 2025 and we have no knowledge, after telephonic inquiry of a member of the SEC's staff, that any stop order suspending its effectiveness has been issued or that any proceedings for that purpose are pending before, or threatened by, the SEC and the Put Shares and Commitment Shares are available for resale under the Securities Act pursuant to the Registration Statement and may be issued without any restrictive legend.

Very truly yours,
[Company Counsel]

By: _____

cc: HUDSON GLOBAL VENTURES, LLC

Exhibit 99.1

Wellgistics Health, Inc. Announces Agreement to Acquire Peek Healthcare Technologies, Inc., to support over 2,500 patients and $1.5MM annual Revenue.

TAMPA, FL – April 10, 2025 — Wellgistics Health, Inc. (NASDAQ: WGRX) ("Wellgistics Health" or the "Company"), a holding company for various existing and planned strategic businesses centered around healthcare technology and pharmaceutical services, today announced it has entered into a definitive agreement to acquire Peek Healthcare Technologies, Inc. ("Peek"). Peek operates the Peek Meds Marketplace, a digital prescription shopping platform built to empower consumers with real-time pricing transparency to assist consumers with making more informed medication purchase decisions.

Through this acquisition, Wellgistics Health intends to expand its digital healthcare ecosystem and further its mission to create a more affordable, accessible, and patient-centric prescription experience.

"Access to clear and transparent medication pricing should be a right, not a privilege," said Brian Norton, Chief Executive Officer of Wellgistics Health. "The Peek platform aligns with our mission and vision to reimagine healthcare delivery — giving consumers the transparency, choice, and control they deserve. When combined with our existing technology stack, we are bringing a comprehensive set of solutions to market aimed at enhancing value and mitigating unnecessary costs across the prescription journey for other relevant stakeholders."

Peek represents a high-growth opportunity within the evolving healthcare technology landscape, as per capita U.S. retail prescription drug spending is forecasted to increase by more than 40% over the next decade. Regulatory momentum is also accelerating through initiatives such as the Consolidated Appropriations Act of 2021 (CAA), which mandates prescription drug price transparency for health plans and insurers. As a result, consumer-driven prescription shopping is poised for rapid adoption. Peek is expected to be immediately accretive to earnings and significantly expand Wellgistics Health's total addressable market by integrating transparent digital pharmacy solutions into the Company's existing distribution, technology, and patient services ecosystem.

In addition to its Marketplace platform, Peek also operates a full consulting division dedicated to assisting brand-name and specialty-lite drug manufacturers in navigating the three major building blocks essential for successful market entry: **Market Access, Branding, and Commercialization.** This strategic advisory arm of Peek will now be further complemented by Wellgistics Health's capabilities, adding a fourth critical pillar — **Trade, Distribution, and Pharmacy Services** — thereby delivering a fully integrated suite of commercialization services for pharmaceutical manufacturers.

"Peek was founded on the principle that every patient deserves to shop for prescriptions with confidence and clarity," said Michael Navin, Chief Executive Officer and Founder of Peek. "Partnering with Wellgistics Health allows us to not only scale our consumer offerings but also strengthen our value proposition to pharmaceutical manufacturers by combining best-in-class market access, branding, commercialization, and now full trade and distribution support."

The Peek Meds Marketplace is designed to enhance members' existing benefit plans by providing a robust platform that delivers clear medication pricing information from local pharmacies, allowing consumers to compare prescription costs and find the lowest price.

Upon completion of the transaction, Peek will operate as a wholly-owned subsidiary of Wellgistics Health, maintaining its brand identity while gaining access to an expanded infrastructure, technology resources, and strategic pharmacy relationships.

This acquisition represents a key step in Wellgistics Health's broader strategy to combine supply chain expertise with digital consumer tools, driving forward toward a future where affordable, transparent, and patient-first healthcare becomes the new standard.

About Wellgistics Health, Inc.

Wellgistics Health (NASDAQ: WGRX) is a holding company for existing and future planned operating companies centered around healthcare technology and pharmaceutical services. It seeks to be a micro health ecosystem, with a portfolio of companies consisting of a technology platform, pharmacy, and wholesale operations that provide novel prescription hub and clinical services. Wellgistics Health is focused on improving the lives of patients while delivering unique solutions for pharmacies, providers, pharmaceutical manufacturers, and payors. With the successful integration of its patient-centric approach and innovative healthcare applications, Wellgistics Health intends to shift the dynamic of pharmaceutical care to revolve around the patient for a wide range of therapeutic conditions by offering a full spectrum of integrated solutions as a result of leveraging the synergies of its business segments to address access, care coordination, dispensing, delivery, and clinical management of pharmaceutical products ranging from "specialty-lite" to general maintenance conditions. For more information, please visit the Company's website: https://wellgisticshealth.com/

About Peek

Peek is a pioneering digital prescription platform transforming how patients shop for medications. Serving both employer groups and soon direct-to-consumer markets, Peek's mission is to empower individuals with price transparency, innovative comparison tools, and seamless access to affordable prescriptions nationwide. For more information, please visit the Peek website: https://peekmeds.com/

Forward-Looking Statements

This press release contains forward-looking statements. Forward-looking statements include statements concerning plans, objectives, goals, strategies, future events or performance, and underlying assumptions and other statements that are other than statements of historical facts. When the Company uses words such as "may", "will", "intend," "should," "believe," "expect," "anticipate," "project," "estimate" or similar expressions that do not relate solely to historical matters, it is making forward-looking statements. Forward-looking statements are not guarantees of future performance and involve risks and uncertainties that may cause the actual results to differ materially from the Company's expectations discussed in the forward-looking statements. These statements are subject to uncertainties and risks including, but not limited to, the uncertainties related to market conditions and the completion of the initial public offering on the anticipated terms or at all, and other factors discussed in the "Risk Factors" section of the registration statement filed with the SEC. For these reasons, among others, investors are cautioned not to place undue reliance upon any forward-looking statements in this press release. Additional factors are discussed in the Company's filings with the SEC, which are available for review at www.sec.gov. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect events or circumstances that arise after the date hereof.

For more information, please contact:

IR@wellgistics.com

Cover	Apr. 08, 2025
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Amendment Flag	false
Document Period End Date	Apr. 08, 2025
Entity File Number	001-42530
Entity Registrant Name	WELLGISTICS HEALTH, INC.
Entity Central Index Key	0002030763
Entity Tax Identification Number	93-3264234
Entity Incorporation, State or Country Code	DE
Entity Address, Address Line One	3000 Bayport Drive
Entity Address, Address Line Two	Suite 950
Entity Address, City or Town	Tampa
Entity Address, State or Province	FL
Entity Address, Postal Zip Code	33607
City Area Code	(844)
Local Phone Number	203-6092
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
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"dei_DocumentsIncorporatedByReferenceTextBlock": {
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 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "DocumentsIncorporatedByReferenceTextBlock",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Documents Incorporated by Reference [Text Block]",
    "documentation": "Documents incorporated by reference."
   }
  }
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 "auth_ref": [
  "r3"
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"dei_EntityAddressAddressLine1": {
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  "en-us": {
   "role": {
    "label": "Entity Address, Address Line One",
    "documentation": "Address Line 1 such as Attn, Building Name, Street Name"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressAddressLine2": {
 "xbrltype": "normalizedStringItemType",
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 "localname": "EntityAddressAddressLine2",
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Address Line Two",
    "documentation": "Address Line 2 such as Street or Suite number"
   }
  }
 },
 "auth_ref": []
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"dei_EntityAddressAddressLine3": {
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 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressAddressLine3",
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Address Line Three",
    "documentation": "Address Line 3 such as an Office Park"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressCityOrTown": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressCityOrTown",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, City or Town",
    "documentation": "Name of the City or Town"
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressCountry": {
 "xbrltype": "countryCodeItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressCountry",
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 ],
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  "en-us": {
   "role": {
    "label": "Entity Address, Country",
    "documentation": "ISO 3166-1 alpha-2 country code."
   }
  }
 },
 "auth_ref": []
},
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 "nsuri": "http://xbrl.sec.gov/dei/2024",
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 ],
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  "en-us": {
   "role": {
    "label": "Entity Address, Postal Zip Code",
    "documentation": "Code for the postal or zip code"
   }
  }
 },
 "auth_ref": []
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"dei_EntityAddressStateOrProvince": {
 "xbrltype": "stateOrProvinceItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityAddressStateOrProvince",
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 ],
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  "en-us": {
   "role": {
    "label": "Entity Address, State or Province",
    "documentation": "Name of the state or province."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityBankruptcyProceedingsReportingCurrent": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityBankruptcyProceedingsReportingCurrent",
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Bankruptcy Proceedings, Reporting Current",
    "documentation": "For registrants involved in bankruptcy proceedings during the preceding five years, the value Yes indicates that the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court; the value No indicates the registrant has not. Registrants not involved in bankruptcy proceedings during the preceding five years should not report this element."
   }
  }
 },
 "auth_ref": [
  "r6"
 ]
},
"dei_EntityCentralIndexKey": {
 "xbrltype": "centralIndexKeyItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityCentralIndexKey",
 "presentation": [
  "http://globenewswire.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Central Index Key",
    "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_EntityCommonStockSharesOutstanding": {
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 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityCommonStockSharesOutstanding",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Common Stock, Shares Outstanding",
    "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument."
   }
  }
 },
 "auth_ref": []
},
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 "localname": "EntityCurrentReportingStatus",
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Current Reporting Status",
    "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityEmergingGrowthCompany": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityEmergingGrowthCompany",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Emerging Growth Company",
    "documentation": "Indicate if registrant meets the emerging growth company criteria."
   }
  }
 },
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  "r2"
 ]
},
"dei_EntityExTransitionPeriod": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityExTransitionPeriod",
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Elected Not To Use the Extended Transition Period",
    "documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards."
   }
  }
 },
 "auth_ref": [
  "r19"
 ]
},
"dei_EntityFileNumber": {
 "xbrltype": "fileNumberItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityFileNumber",
 "presentation": [
  "http://globenewswire.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity File Number",
    "documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityFilerCategory": {
 "xbrltype": "filerCategoryItemType",
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 "localname": "EntityFilerCategory",
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Filer Category",
    "documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_EntityIncorporationStateCountryCode": {
 "xbrltype": "edgarStateCountryItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityIncorporationStateCountryCode",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Incorporation, State or Country Code",
    "documentation": "Two-character EDGAR code representing the state or country of incorporation."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityInteractiveDataCurrent": {
 "xbrltype": "yesNoItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityInteractiveDataCurrent",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Interactive Data Current",
    "documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files)."
   }
  }
 },
 "auth_ref": [
  "r16"
 ]
},
"dei_EntityPrimarySicNumber": {
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 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityPrimarySicNumber",
 "presentation": [
  "http://globenewswire.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Primary SIC Number",
    "documentation": "Primary Standard Industrial Classification (SIC) Number for the Entity."
   }
  }
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 "auth_ref": [
  "r14"
 ]
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"dei_EntityPublicFloat": {
 "xbrltype": "monetaryItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityPublicFloat",
 "crdr": "credit",
 "presentation": [
  "http://globenewswire.com/role/Cover"
 ],
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  "en-us": {
   "role": {
    "label": "Entity Public Float",
    "documentation": "The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityRegistrantName": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityRegistrantName",
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Registrant Name",
    "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_EntityShellCompany": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityShellCompany",
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 ],
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  "en-us": {
   "role": {
    "label": "Entity Shell Company",
    "documentation": "Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_EntitySmallBusiness": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntitySmallBusiness",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Small Business",
    "documentation": "Indicates that the company is a Smaller Reporting Company (SRC)."
   }
  }
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 "auth_ref": [
  "r2"
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},
"dei_EntityTaxIdentificationNumber": {
 "xbrltype": "employerIdItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityTaxIdentificationNumber",
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 ],
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  "en-us": {
   "role": {
    "label": "Entity Tax Identification Number",
    "documentation": "The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_EntityVoluntaryFilers": {
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 ],
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   "role": {
    "label": "Entity Voluntary Filers",
    "documentation": "Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityWellKnownSeasonedIssuer": {
 "xbrltype": "yesNoItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "EntityWellKnownSeasonedIssuer",
 "presentation": [
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  "en-us": {
   "role": {
    "label": "Entity Well-known Seasoned Issuer",
    "documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-K/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A."
   }
  }
 },
 "auth_ref": [
  "r17"
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},
"dei_Extension": {
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 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "Extension",
 "presentation": [
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 ],
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  "en-us": {
   "role": {
    "label": "Extension",
    "documentation": "Extension number for local phone number."
   }
  }
 },
 "auth_ref": []
},
"dei_LocalPhoneNumber": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "LocalPhoneNumber",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Local Phone Number",
    "documentation": "Local phone number for entity."
   }
  }
 },
 "auth_ref": []
},
"dei_NoTradingSymbolFlag": {
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 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "NoTradingSymbolFlag",
 "presentation": [
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 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "No Trading Symbol Flag",
    "documentation": "Boolean flag that is true only for a security having no trading symbol."
   }
  }
 },
 "auth_ref": []
},
"dei_OtherReportingStandardItemNumber": {
 "xbrltype": "otherReportingStandardItemNumberItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2024",
 "localname": "OtherReportingStandardItemNumber",
 "presentation": [
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 "lang": {
  "en-us": {
   "role": {
    "label": "Other Reporting Standard Item Number",

        "documentation": "\"Item 17\" or \"Item 18\" specified when the basis of accounting is neither US GAAP nor IFRS."
       }
      }
     },
     "auth_ref": [
      "r13"
     ]
    },
    "dei_PreCommencementIssuerTenderOffer": {
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     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "PreCommencementIssuerTenderOffer",
     "presentation": [
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     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Pre-commencement Issuer Tender Offer",
        "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act."
       }
      }
     },
     "auth_ref": [
      "r7"
     ]
    },
    "dei_PreCommencementTenderOffer": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "PreCommencementTenderOffer",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Pre-commencement Tender Offer",
        "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act."
       }
      }
     },
     "auth_ref": [
      "r9"
     ]
    },
    "dei_Security12bTitle": {
     "xbrltype": "securityTitleItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "Security12bTitle",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Title of 12(b) Security",
        "documentation": "Title of a 12(b) registered security."
       }
      }
     },
     "auth_ref": [
      "r1"
     ]
    },
    "dei_Security12gTitle": {
     "xbrltype": "securityTitleItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "Security12gTitle",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Title of 12(g) Security",
        "documentation": "Title of a 12(g) registered security."
       }
      }
     },
     "auth_ref": [
      "r5"
     ]
    },
    "dei_SecurityExchangeName": {
     "xbrltype": "edgarExchangeCodeItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "SecurityExchangeName",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Security Exchange Name",
        "documentation": "Name of the Exchange on which a security is registered."
       }
      }
     },
     "auth_ref": [
      "r4"
     ]
    },
    "dei_SecurityReportingObligation": {
     "xbrltype": "securityReportingObligationItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "SecurityReportingObligation",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Security Reporting Obligation",
        "documentation": "15(d), indicating whether the security has a reporting obligation under that section of the Exchange Act."
       }
      }
     },
     "auth_ref": [
      "r10"
     ]
    },
    "dei_SolicitingMaterial": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "SolicitingMaterial",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Soliciting Material",
        "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as soliciting material pursuant to Rule 14a-12 under the Exchange Act."
       }
      }
     },
     "auth_ref": [
      "r8"
     ]
    },
    "dei_TradingSymbol": {
     "xbrltype": "tradingSymbolItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "TradingSymbol",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Trading Symbol",
        "documentation": "Trading symbol of an instrument as listed on an exchange."
       }
      }
     },
     "auth_ref": []
    },
    "dei_WrittenCommunications": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2024",
     "localname": "WrittenCommunications",
     "presentation": [
      "http://globenewswire.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Written Communications",
        "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as written communications pursuant to Rule 425 under the Securities Act."
       }
      }
     },
     "auth_ref": [
      "r18"
     ]
    }
   }
  }
 },
 "std_ref": {
  "r0": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12"
  },
  "r1": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "b"
  },
  "r2": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "b-2"
  },
  "r3": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "b-23"
  },
  "r4": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "d1-1"
  },
  "r5": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12",
   "Subsection": "g"
  },
  "r6": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
   "Name": "Exchange Act",
   "Number": "240",
   "Section": "12, 13, 15d"
  },
  "r7": {
   "role": "http://www.xbrl.org/2003/role/presentationRef",
   "Publisher": "SEC",
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