

Assignment and Amendment of Management Service Agreement

Executed and signed in on the 16 day of July, 2023.

XL Vision Sciences Ltd. ("XL Vision") of Building 7 Kiryat Atidim Street, Tel Aviv ,
BioLight Life Sciences Ltd. of Building 7 Kiryat Atidim Street, Tel Aviv ("**BioLight**") and
Diagnostear Ltd. of Building 7 Kiryat Atidim Street, Tel Aviv ("**Company**")

Each of the above shall be referred to as a "**Party**" and shall collectively be referred to as the "**Parties**".

RECITALS

WHEREAS BioLight signed with XL Vision (a wholly owned subsidiary of BioLight) and the latter signed with the Company a back to back management service agreement on February 2nd, 2013 (as amended last on Sept 1st 2020), a copy of which is attached to this Agreement as **Exhibit 1**, and forms an integral part hereof ("**Service Agreement**"), and;

WHEREAS the Parties wish to transfer and assign from XL Vision to BioLight and BioLight wishes to assume all of XL Vision's rights and obligations under the Service Agreement and , and;

WHEREAS due to the Company's anticipated possible indirect listing on the Canadian Stock Exchange (the "**Listing**" and "**CSE**"), it is agreed to amend, subject to the Listing, Annex C (Services Order) to the Service Agreement ("**Current Services Scope and Fee**"), as attached hereto as **Exhibit 2** (the "**Services Scope and Fee Amendments**").

WHEREAS Diagnostear consents to such transfer and assignment and the Services Amendments, and all as further detailed below;

NOW THEREFORE the Parties hereby agree as follows:

1. **Transfer and assignment.** As of the date of signature of this Agreement (the "**Effective Date**"), XL Vision hereby transfers and assigns to BioLight all of its rights and obligations under the Service Agreement and BioLight hereby accepts the transfer and assignment from XL Vision of all of XL Vision's rights and obligations under the Service Agreement and assumes all of such rights and obligations towards the Company.
2. **Warranties.** Each of Parties hereby represents and warrants that it has full power and authority, and has taken all action necessary, to execute this Agreement.
3. **Services Scope and Fee Amendment** Subject to the Listing of the Company on the CSE, either directly, indirectly, via a reverse triangle merger or any other manner, the Current Services Scope and Fee shall be increased to the Services Scope and Fee Amendments as detailed in Exhibit 2 hereunder. In the event such Listing shall not occur until 31/12/2023, the current scope and fee as detailed in Annex A and C to the Service Agreement (Exhibit 1) shall remain intact.
4. **Miscellaneous** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes all prior or contemporaneous oral or written communication or agreement between them.

5. No failure, delay or forbearance of either party in exercising any power or right hereunder shall in any way restrict or diminish such party's rights and powers under this Agreement, or operate as a waiver of any breach or non-performance by either party of any of the terms or conditions hereof.
6. If any term or provision of this Agreement shall be declared invalid, illegal or unenforceable, then such term or provision shall be enforceable to the extent that a court shall deem it reasonable to enforce such term or provision and if such term or provision shall be unreasonable to enforce to any extent, such term or provision shall be severed and all remaining terms and provisions shall be unaffected and shall continue in full force and effect.
7. Any notice from one party to the other shall be effectively served if sent in writing by recorded delivery to the address of the receiving party as stated in the preamble to this Agreement, unless said party informs the other party in writing on a change of address.
8. It is hereby agreed between the parties that the laws of the State of Israel shall apply to this Agreement and that the sole and exclusive place of jurisdiction in any matter arising out of or connected with this Agreement shall be the competent court in Tel-Aviv.
9. This Agreement may be amended, modified or superseded only by a written instrument executed by both parties.
10. Counterparts. This Agreement may be executed simultaneously or in two counterparts, each of which shall be deemed an original.

In Witness Whereof, the parties hereto have executed this Agreement on the date first above written.

"Yaacov Michlin" (signed)
"Yiftach Biel" (signed)

XL VISION SCIENCES LTD.

"Yaacov Michlin" (signed)
"Yiftach Biel" (signed)

**BIOLIGHT LIFE SCIENCES
LTD.**

"Shimon Gross" (signed)
"Yiftach Biel" (signed)

DIAGNOSTEAR LTD.

Exhibit 2

Services Scope and Fee

NIS 80,000 (monthly) composed of:	
	<ul style="list-style-type: none"><input type="checkbox"/> NIS 20,000 office lease<input type="checkbox"/> NIS 60,000 Management: Active BOD Chairman, Financial (CFO), Legal, Professional (CMO), BD.

Appendix C

This Work Order ("Work Order") is signed between XL Vision Sciences Ltd. ("Cluster Company"), and Diagnostear Ltd. (formerly D.E.S. Diagnostica Ltd.) ("Subsidiary"), under the Service Agreement between the parties dated February 13, 2013 ("Master Agreement"), and subject to its terms (unless explicitly stated otherwise in this Work Order).

The parties hereby agree as follows:

1. Starting from September 1, 2020 ("Start Date"), the Cluster Company will provide the Subsidiary with the following services:

Diagnostear Ltd.

Type of Service	
1. General Services	
i. Bookkeeping ii. Payroll accounting iii. Audit and review (quarterly + annual) iv. Annual tax report	10,000 NIS
v. Legal advice and company secretarial services vi. Management services (CEO, CFO, Accountant, Legal VP, Strategic) vii. Insurance consulting	10,000 NIS
2. Business development services, development plan creation, identifying strategic partners and investors, assistance in negotiations with international partners and strategic investors, assistance in acquainting and employing Key Opinion Leaders; 3. Medical/scientific consulting; 4. Public relations services; 5. Administrative services - use of meeting room, IT services including computer maintenance and communication services;	10,000 NIS
6. Right to use the leased property, laboratory, and parking spaces according to Biolight's lease agreement in Atidim Park, Tel Aviv, and according to the actual area (including rent, management fees, maintenance, electricity, property tax, air conditioning, cleaning, and insurance).	20,000 NIS
Total	50,000 NIS

Free Translation of DiagnosTear Service Agreement

In case of discrepancy the Hebrew version will prevail

This appendix is updated and replaces any other Appendix A of the Service Agreement dated 13.2.2013 between XL Vision Sciences Ltd. and Diagnostear Ltd. (formerly D.E.S. Diagnostica Ltd.).

Suzana Nahum Zilberberg” (signed)

XL Vision Sciences Ltd.

Suzana Nahum Zilberberg” (signed)

D.E.S. Diagnostics Ltd.

XL Vision Sciences Ltd.
Ltd.)

Diagnostear Ltd. (formerly D.E.S. Diagnostica

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Service Agreement

Made and signed in Tel Aviv on 13 day of 2 month of year 2013

Between:

XL Vision Sciences Ltd.

Company number: 514860402

From Kiryat Atidim Building 3, Tel Aviv

(Hereinafter: "the Cluster Company")

On one side;

And:

D.E.S. Diagnostics Ltd.

Company number: 51-473376-5

From Kiryat Atidim Building 3, Tel Aviv

(Hereinafter: "the Subsidiary Company")

On the other side;

Whereas: On Feb 13, 2013 a service agreement was signed between Bio-Light Life Sciences Investments Ltd. ("Bio-Light") and the Cluster Company, according to which the Cluster Company receives from Bio-Light management and consulting services, financing, and the right to use a certain area leased by Bio-Light, in the building located in Kiryat Atidim, Building 3 Floor 5 Tel Aviv ("the Leased Space"), in accordance with the lease agreement signed on July 14, 2011 between Bio-Light and Atidim Science-Based Industries Center Ltd. ("the Main Lessor") ("the Main Lease Agreement").

Whereas: The Cluster Company wishes to provide the Subsidiary Company, by itself and through Bio-Light's employees and consultants, and the Subsidiary

Company wishes to receive from the Cluster Company, the Services, as defined below;

Whereas: The parties wish to put in writing what is agreed between them regarding the consideration to be paid for them, all under the conditions detailed below in this agreement;

Therefore, it was declared, stipulated and agreed between the parties as follows:

1. Introduction and Interpretation

1.1. The preamble and appendices to this agreement constitute a material and integral part thereof.

1.2. The section headings in this agreement are for convenience only and should not be considered in interpreting this agreement.

2. Declarations of the Cluster Company

2.1. The Cluster Company declares that there is no impediment to its entering into this agreement

2.2. The Cluster Company hereby declares that it has, by itself or through Bio-Light, the knowledge, skills and experience to provide the Services, as detailed below, and to fulfill all its obligations under this agreement.

3. Obligations of the Parties

3.1. The Cluster Company hereby undertakes to provide the Subsidiary Company with the Services as specified in this agreement; and the Subsidiary Company hereby undertakes to pay the Cluster Company for the Services the consideration agreed between the parties as specified in this agreement.

3.2. The Subsidiary Company undertakes to cooperate with the Cluster Company as required by it, for the purpose of implementing the provisions of this agreement.

4. Management and Consulting Services

4.1. During the term of the agreement, as defined below, the Cluster Company will provide the Subsidiary Company with various management and consulting services ("the Services"), according to its choice and written request of the Subsidiary Company from time to time from the list of services detailed in Appendix A to this agreement ("List of Services").

4.2. Starting from the date of signing this agreement and until another written request from the Subsidiary Company, the Subsidiary Company wishes to receive, and the Cluster Company agrees to make available to the Subsidiary Company, services as defined in the List of Services.

4.3. Subject to section 6.2 below, the Subsidiary Company may, from time to time and at any time, apply to the Cluster Company with a written request to receive additional and/or other services from the List of Services, subject to the agreement of the Cluster Company and starting from a date agreed between the parties in writing.

4.4. The Services will be provided by the Cluster Company through the CEO of the Cluster Company, and through Bio-Light's employees and consultants (including through the CEO and CFO of Bio-Light, at the sole discretion of the Cluster Company).

4.5. For the avoidance of doubt, it is clarified that the relationship between the Subsidiary Company and the Cluster Company as a service provider under this agreement is a relationship between a client and an independent contractor and there are no and will not be employer-employee relations between the Subsidiary Company and the Cluster Company and/or between the Subsidiary Company and officers in Bio-Light and that the Cluster Company and/or its officers and/or officers in Bio-Light will not be entitled to any right applicable under law and/or extension order and/or any agreement to employees, and the parties declare and confirm that based on this agreement the consideration detailed in section 6 below was determined.

5. Consideration

5.1. In consideration for the Services, the Subsidiary Company will pay the Cluster Company monthly the prices specified in Appendix A ("the Price List"). The Price List is linked to the Consumer Price Index, based on the January 2013 index, which was published on February 15, 2013 ("Management Fees" and "Index", respectively).

5.2. The Management Fees will be paid plus value added tax and against a proper tax invoice.

5.4. The Cluster Company will be entitled to reimbursement of reasonable expenses incurred in connection with the provision of the Financial Services under this agreement against appropriate invoices including for travel, meals, maintenance, participation in conferences and any other reasonable expense incurred by the Cluster Company and/or any of its employees, or consultants and/or Bio-Light's employees and consultants in connection with the provision of the Services, provided that any deviation from an amount exceeding NIS 10,000 for a quarter, will be approved in advance and in writing by the Subsidiary Company.

6. Confidentiality

6.1. The Cluster Company is aware that during the provision of the Financial Services it will have access to confidential and valuable information of the Company relating to the activities of the Subsidiary Company and its business. The confidential and/or valuable information included in this agreement can come from various sources, including as a product of providing the Financial Services, whether in writing or orally, and it includes, among other things, information about customers, financial and economic information, information about transactions, investors, shareholders, marketing plans, assets, work methods and more (all of the above will be referred to hereinafter - "the Information").

6.2. The Cluster Company declares that the Information is the exclusive property of the Subsidiary Company and it will be made available for its use and knowledge only for the purpose of providing the Financial Services. The Cluster Company undertakes that it will keep in absolute confidentiality, will not transmit and will not disclose the Information, neither directly nor implicitly, to a third party or to any other person, except with the prior written approval of the Subsidiary Company, except (a) to any of the employees and consultants of the Cluster Company and/or Bio-Light or on its behalf who need to know the Information for the purpose of performing the Cluster Company's obligations under this agreement, and (b) as required by law, including the Securities Law, 5728-1968 and the regulations promulgated thereunder.

7. Term of Agreement

7.1. This agreement will be valid for 12 (twelve) months from the date of signing the agreement, and will be automatically renewed for additional periods of twelve months each, unless one of the parties gives notice to the other at least 90 days in advance of its unwillingness to renew the agreement. Every work order will be valid for 12 (twelve) months from the date of its signature, and will be automatically renewed for additional periods of twelve months each, unless one of the parties gives notice to the other at least 90 days in advance of its unwillingness to renew the agreement. For the sake of clarity on termination date of the agreement all work orders will be terminated.

7.2. This agreement can be terminated by notice of one party to the other in writing of at least 90 days in advance.

7.3. Notwithstanding the provisions of sections 7.1 and 7.2 above, the Cluster Company will be entitled to terminate this agreement with no need for a written notice, in the event that the Subsidiary Company does not meet the milestones set forth in the shares purchase agreement dated February 6 2013.

7.4 In the event of an early termination of the agreement or of the work order, the Subsidiary shall pay the Cluster Company the remaining services fees until the termination date including any payment due due to an expenses and or undertaking that can not be cancelled caused to the Cluster company with respect to the grant of services until the termination date.

7.5 Notwithstanding the provisions of sections 7.1 up to 7.3 above, the Cluster Company will be entitled to terminate this agreement with payments in accordance with the provisions of this agreement, provided that said payments, in full, were not settled within 14 days from the date of receipt of the accounts by the Cluster Company. In addition, the Cluster Company will be entitled to terminate the agreement immediately in any of the following cases:

7.5.1. If a receiver (temporary or permanent) and/or appointed committee and/or receiver and manager (temporary or permanent) and/or trustee and/or special manager is appointed for the Subsidiary Company, or a liquidator (temporary or permanent) is appointed for the Subsidiary Company, or any other similar function and these appointments and appointments are not canceled within 30 days from the date of appointment.

7.5.2. If the Subsidiary Company has passed a liquidation resolution or if a liquidation order has been issued against it or if the Subsidiary Company has ceased payment of its debts to most of its creditors.

8. Addresses of the Parties and Notices

All notices under this agreement shall be in writing and shall be sent by either party to the other according to its address specified in the preamble to this agreement, or to another address that that party will notify the other party in writing in accordance with the following provisions. A notice will be considered to have been received by the other party upon its actual delivery to the other party, or if sent by fax or email the day after its dispatch or if sent by registered mail, within 72 (seventy-two) hours from the time of its delivery to a post office in Israel for dispatch by registered mail.

9. Miscellaneous

9.1. This agreement fully reflects all that is agreed between the parties and it exhausts and replaces any understanding, summary or negotiation prior to its signing.

9.2. Any change to this agreement or waiver of a right under it will be valid and binding only if made in writing and duly signed.

9.3. Consent or waiver by a party to this agreement, to deviate from the terms of this agreement in a particular case, will not constitute a precedent and no equal cut will be learned from it for any other case. If a party did not use a right granted to it under this agreement in a particular case, this should not be seen as a waiver of that right in that case or in another similar or dissimilar case and no conclusion should be drawn from this about any waiver of any right of that party.

9.4. Any dispute, controversy or disagreement between the parties in connection with this agreement, its performance, breach, interpretation, scope or validity, which the parties have failed to resolve between them (hereinafter: "Dispute"), will be decided in the framework of an arbitration proceeding before a sole arbitrator, who is a lawyer by education and profession, and whose identity will be determined by agreement of the parties. In the absence of such agreement within 14 days from the date of one party's request to appoint an arbitrator, the arbitrator will be appointed by the President of the Israel Bar Association. The arbitrator will not be bound by the rules of evidence and civil procedure, but will decide the dispute in accordance with substantive law and will be obliged to give reasons for the arbitration award. The arbitration will be conducted in Tel Aviv, and the parties will act to complete the arbitration proceedings as quickly as possible and in any case no later than 90 days after the appointment of the

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arbitrator. The signing of the parties on the agreement constitutes signing an arbitration agreement as defined by law.

9.5. Without prejudice to the provisions of section 9.4 above, the exclusive jurisdiction to decide on any matter relating to this agreement, the authority to decide on which has not been given to the arbitrator as stated above, will be discussed in the court with the subject matter jurisdiction in the city of Tel Aviv-Jaffa, and in it alone, according to Israeli law.

In witness whereof, the parties have signed today 13 of the month February, 2013:

“Keren Leshem” (signed)

“Suzana Nahum Zilberberg” (signed)

XL Vision Sciences Ltd.

“Keren Leshem” (signed)

“Suzana Nahum Zilberberg” (signed)

D.E.S. Diagnostics Ltd.

September 1 2020,

Appendix A

List of Services and Parts in the Leased Space and Price List

Type of Service	
1. General Services	
i. Bookkeeping ii. Payroll accounting iii. Audit and review (quarterly + annual) iv. Annual tax report	10,000 NIS
v. Legal advice and company secretarial services vi. Management services (CEO, CFO, Accountant, Legal VP, Strategic) vii. Insurance consulting	10,000 NIS
2. Business development services, development plan creation, identifying strategic partners and investors, assistance in negotiations with international partners and strategic investors, assistance in acquainting and employing Key Opinion Leaders; 3. Medical/scientific consulting; 4. Public relations services; 5. Administrative services - use of meeting room, IT services including computer maintenance and communication services;	10,000 NIS
6. Right to use the leased property, laboratory, and parking spaces according to Biolight's lease agreement in Atidim Park, Tel Aviv, and according to the actual area (including rent, management fees, maintenance, electricity, property tax, air conditioning, cleaning, and insurance).	20,000 NIS
Total	50,000 NIS

Appendix B

Work Order Template

The parties hereby agree as follows:

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1. Starting from _____ ("Start Date"), the Cluster Company will provide the Subsidiary with the following services:

Type of Service	Rate

2. All terms of the Master Agreement shall apply to this Work Order (unless explicitly stated otherwise in this Work Order). Any change to this Work Order or waiver of rights under it will be valid and binding only if made in writing and duly signed by both parties.

IN WITNESS WHEREOF, the parties have signed today, ___ of ___, _____:
