

## CLOSING AGREEMENT

**THIS CLOSING AGREEMENT** (the “**Agreement**”) dated the 19<sup>th</sup> day of November, 2024.

**BETWEEN:**

**OCEANVIEW TECHNOLOGIES INC.**

(“**Oceanview**”)

-and-

**DIAGNOSTEAR LTD.**

(“**DiagnosTear**”)

- and –

**BIOLIGHT LIFE SCIENCES LTD.**

(“**BioLight**”)

**WHEREAS** Oceanview, DiagnosTear and BioLight (together, the “**Parties**”) have entered into a share exchange agreement dated August 17, 2023, as amended effective December 31, 2023 and October 30, 2024 (the “**SEA**”), pursuant to which Oceanview will acquire all of the issued and outstanding securities of DiagnosTear (the “**Transaction**”);

**AND WHEREAS** the parties wish to document the satisfaction or waiver of conditions precedent to which the SEA has been subject, and the remaining steps to closing the transactions contemplated under the SEA;

**AND WHEREAS** on November 18, 2024, Oceanview was provided clearance to file its final prospectus (the “**Prospectus**”) by British Columbia Securities Commission and the Ontario Securities Commission (the “**Regulatory Authorities**”);

**AND WHEREAS** upon the Regulatory Authorities issuing a final receipt for the Prospectus, the parties wish to automatically close the SEA.

**NOW THEREFORE** for good and valuable consideration the receipt of sufficiency is hereby acknowledged the parties agreed as follows:

1. The Parties agree that all conditions precedent to the closing of the SEA and the Transaction have been satisfied or waived save and except receipt of the Receipt for the Prospectus from the Regulatory Authorities;
2. Upon the issuance of the Receipt by the Regulatory Authorities for the Prospectus, all documents delivered pursuant to Article 3 of the SEA will be deemed released from escrow

and the Transaction will be deemed to be closed as of the date of the Receipt without any further action by the Parties;

3. This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns but, is not otherwise assignable by the Parties.
4. This Agreement will automatically terminate as of 12:01am (Vancouver time) on November 30, 2024 if the Receipt for the Prospectus is not issued by the Regulatory Authorities on or before November 29, 2024.
5. This Agreement may be signed in counter-part, each of which when signed and delivered shall be an original and all such counterparts shall form one and the same instrument. Facsimile and other electronic counterparts shall be deemed originals for all purposes.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**OCEANVIEW TECHNOLOGIES INC.**

By: "Ohad David" (signed)

Name: Ohad David

Title: Director

**DIAGNOSTEAR LTD.**

By: "Yiftach Biel" (signed)

Name: Yiftach Biel

Title: Director and CFO

By: "Yaacov Michlin" (signed)

Name: Yaacov Michlin

Title: Director

**BIOLIGHT LIFE SCIENCES LTD.**

By: "Yiftach Biel" (signed)

Name: Yiftach Biel

Title: CFO

By: "Yaacov Michlin" (signed)

Name: Yaacov Michlin

Title: CEO