



TDB Restructuring Limited
Licensed Insolvency Trustee

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Asset Acquisition Opportunity **3MotionAI Inc.**

This memorandum is being issued by TDB Restructuring Limited in its capacity as proposal trustee (the “**Proposal Trustee**”) of 3MotionAI Inc. (the “**Company**”) in connection with the Notice of Intention to Make a Proposal filed by the Company on September 3, 2025, pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* and the Order of the Ontario Superior Court of Justice (the “**Court**”) dated October 1, 2025, whereby the Court authorized the Proposal Trustee to conduct a sale and investment solicitation process (the “**SISP**”) for the sale of the Company’s property, assets and undertaking.

The Proposal Trustee is interested in receiving offers for the purchase of the Company’s right, title and interest in all or any of the assets of the Company on an *en bloc* or piecemeal basis. Any transaction will be subject to Court approval.

Company Overview

3Motion is a Canadian technology company specializing in proprietary 3D human motion analytics. Its AI-powered platform provides cost-effective, lab-grade motion analysis using only standard smartphones, eliminating the need for specialized sensors or motion labs.

The Company’s solutions have been deployed in healthcare, sports, and workplace safety environments, enabling scalable assessments for injury prevention, rehabilitation, and performance optimization.

Assets Offered for Sale

The Company’s proprietary AI-powered motion analysis platform consists of six distinct product offerings (each may be acquired individually or on an *en bloc* basis):

- Lot 1 - HealthAI – Digital health analytics platform providing precise mobility and range-of-motion assessments using a single video source.
- Lot 2 - PerformAI – Sports performance platform delivering validated, objective measures of athletic capacity through smartphone-based assessments.
- Lot 3 - ProPlayAI – Mobile application providing advanced, real-time pitching mechanics analysis adopted by 16,000+ athletes and 900 teams.
- Lot 4 - RiskAI – Workplace safety and ergonomics platform automating industry-standard assessments to identify and reduce occupational risks.

- Lot 5 - ROSA (Rapid Office Strain Assessment) – Digital ergonomics tool designed for office environments, cited in 100+ scientific publications.
- Lot 6 - SportsAI – Multi-sport mobile application generating instant biomechanical assessments for baseball, softball, golf, football, and other sports.

Sale and Investment Solicitation Process

- Parties interested in bidding on the assets are asked to execute the confidentiality agreement (the “CA”) attached hereto, prior to the Proposal Trustee granting access to certain Company information. The CA is attached hereto as **Appendix “A”**.
- **Deadline for Binding Offers:** October 21, 2025 (5:00 p.m. EST).
- **Form of Offers:** Must be submitted on the Proposal Trustee’s form of Agreement of Purchase and Sale (APS). Prospective purchasers must clearly identify whether their offer is for specific lots or for all lots on an *en bloc* basis. Each offer must ascribe a value to each lot on which an offer is being made.
- **Deposit:** Offers must include a deposit equal to 10% of the total purchase price, payable by wire. Deposits will be non-refundable if the bidder is selected as the successful bidder and Court approval is obtained.
- **Irrevocability:** Offers must remain binding until Court approval or 30 days following the bid deadline.
- **No Conditions:** Offers must be free of financing, diligence, or other conditions.
- **Court Approval:** Sale of the assets will be subject to Court approval.

Contact Information

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APPENDIX "A"

CONFIDENTIALITY AGREEMENT

BETWEEN:

TDB Restructuring Limited

Solely in its capacity as the Proposal Trustee of 3MotionAI Inc. (the “**Debtor**”) without personal or corporate liability

(hereinafter, the “**Proposal Trustee**”)

- and -

(hereinafter, the “**Recipient**”)

WHEREAS:

- A. On September 3, 2025, the Debtor filed a Notice of Intention to Make a Proposal (“**NOI**”) pursuant to the *Bankruptcy and Insolvency Act*. TDB Restructuring Inc. was appointed the Proposal Trustee under the NOI.
- B. Pursuant to an Order of the Ontario Superior Court of Justice (the “**Court**”) dated October 1, 2025, (the “**SISP Approval Order**”) the Court authorized the Proposal Trustee to conduct a sale and investment solicitation process (the “**SISP**”) for the sale of the Debtor’s property, assets and undertaking (the “**Property**”).
- C. Further information on the NOI proceeding can be found at the Proposal Trustee’s website <https://tdbadvisory.ca/insolvency-case/3motionai-inc/>.
- D. The Recipient has expressed an interest in acquiring the Property or a transaction involving the Property (the “**Potential Transaction**”).
- E. The Proposal Trustee intends to provide certain confidential information pertaining to the Debtor and the Property to the Recipient for its review and consideration in connection with the Potential Transaction.

FOR GOOD AND VALUABLE consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. For the purposes of this Agreement, (the “**Confidential Information**”) includes but is not limited to any and all data and information that is non-public, confidential or proprietary in nature, in any format or form, be it electronic, written or oral, regardless of whether such data or information is identified as “confidential”, concerning or relating to the Property and/or a proposed development thereof, reports, communications, books, records, documents, statements, business plans, financial condition, stockholders, employees, agents, representatives, financial statements, business plans, resources, capital expenditures, budgets, forecasts, projections, tax returns, sales, profits, costs, pricing, margins, the Debtor’s business, assets, operations, suppliers, products, services, trade secrets, ideas, discoveries, improvements, know-how, production processes and techniques, designs, plans, analyses, compilations, studies, models, tools, hardware, computer software and programs (including object code and source code), databases, engineering processes and methods, research and development, algorithms, installation procedures, testing procedures, methodologies, inventions, know-how, strategies, inventions, plans, intellectual or proprietary property, capacities, capabilities, trade secrets, product specifications, data, formulae, compositions, designs, sketches, photographs, plans,

graphs, drawings, samples, inventions and ideas, research and development, design, manufacturing or distribution methods and processes, customers and customer requirements, systems, and structures and architectures (and related processes, composition, improvements, devices, discoveries, concepts, designs, methods and information) contracts. Confidential Information includes but is not limited to any documents prepared by the Recipient or its Representatives containing or based upon, in whole or in part, any Confidential Information furnished to the Recipient by the Proposal Trustee for the purpose of assisting the Recipient with evaluating a Potential Transaction. Confidential Information includes, but is not limited to, information about identifiable individuals ("**Personal Information**").

2. All Confidential Information will be kept strictly confidential by the Recipient and any individual, corporation, affiliates, directors, officers, employees, accountants, solicitors, financing sources, joint venture partners, consultants, representatives, professional advisors and their respective representatives, the Recipient's affiliates' respective directors, officers, partners, employees, advisors, consultants, accountants, and potential financing sources (including such financing sources' respective advisors) (collectively "**Representatives**") and will not, without the prior written consent of the Proposal Trustee, be disclosed, disseminated, copied, reverse engineered, or reproduced by the Recipient or its Representatives, in any manner whatsoever, in whole or in part, and will not be used by the Recipient or its Representatives, directly or indirectly, for any purpose other than in connection with the Potential Transaction and not in any way that is, directly or indirectly, detrimental to the interests of the Proposal Trustee, the Property, or the Debtor. The Recipient shall take all actions reasonably necessary to ensure that Confidential Information remains strictly confidential and is not disclosed by the Recipient and its Representatives except in accordance with the terms of this confidentiality agreement (the "**Agreement**").
3. The Recipient acknowledges that all Confidential Information is confidential and proprietary information of the Debtor and constitutes a valuable and important asset of the Debtor, and the recipient agrees that all Confidential Information will be used solely for the purpose of satisfying the Recipients due diligent as part of the SISP and will not be used for any other purpose or in any way detrimental to the Debtor.
4. The Recipient acknowledges that the Confidential Information is being provided on an "as is where is" basis and that the Proposal Trustee and Debtor do not make any express or implied representation or warranty as to the accuracy, sufficiency or completeness of the Confidential Information and agrees that the Proposal Trustee and Debtor shall not have any liability, direct or indirect, to the Recipient or Representatives relating to or resulting from the Confidential Information or the use thereof by the Recipient or Representatives, errors therein, or omissions therefrom, except in accordance with any specific representation or warranty made in any definitive agreement entered into in respect of the Potential Transaction.
5. The Recipient agrees to furnish the Confidential Information only to those Representatives who need to know the Confidential Information for the purpose of evaluating the Potential Transaction and who are informed by the Recipient of the confidential nature of the Confidential Information and who agree in writing to be bound by the terms of this Agreement. The Recipient further agrees to be responsible for any breach of this Agreement by any of its Representatives. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard Confidential Information from disclosure to anyone other than as permitted hereby.
6. Without the prior written consent of the Proposal Trustee, the Recipient will not, and will direct its Representatives not to, disclose to any other person that the Confidential Information or any portion thereof has been made available, that this Agreement has been entered into, that discussions or negotiations are taking place concerning the Potential Transaction, or any of the terms, conditions or other facts with respect to the Potential Transaction, unless and only to the extent that in the opinion of its counsel disclosure is required to be made under applicable laws or regulations or as required by any competent governmental, judicial or other authority, provided that the Recipient will immediately advise the Proposal Trustee so the Proposal Trustee may seek a protective order or other appropriate remedy and, where reasonably practical, consult with the Proposal Trustee prior to such disclosure concerning the Confidential Information the Recipient proposes to disclose. The Recipient shall co-operate with the Proposal Trustee on a reasonable basis to obtain

such protective order or other appropriate remedy and provided, however, that if such protective order or other remedy is not obtained, or the Proposal Trustee waives compliance with the provisions hereof, the Recipient or such Representative, as the case may be, may disclose only that portion of the Confidential Information which the Recipient or such Representative, as the case may be, is legally required to be disclosed.

7. In the event of a breach of any of the provisions of this Agreement by the Recipient or by any of the Representatives to whom the Recipient discloses Confidential Information, the Recipient must, immediately following discovery of the breach, give notice to the Proposal Trustee of the nature of the breach and must immediately take all necessary steps to limit the extent of the breach.
8. If the Recipient determines not to enter an offer to purchase the Property or any part of the Property (or if an offer to purchase the Property is not concluded), the Recipient shall promptly (a) notify the Proposal Trustee of that decision, and (b) destroy all physical and electronic copies of the Confidential Information and all notes prepared by the Recipient or any of its Representatives in connection with the Confidential Information.
9. The Recipient and its Representatives shall store the Personal Information properly and securely and ensure that appropriate technical and organizational means are in place to protect the Personal Information against unauthorized or unlawful processing and against accidental loss, destruction or damage, including taking reasonable steps to ensure the reliability of any person permitted by the Recipient to have access to the Personal Information. The Recipient acknowledges that it and its Representatives are bound by all applicable privacy legislation with respect to any "personal information" (as such term is defined in the *Personal Information Protection and Electronic Documents Act*) disclosed under this Agreement.
10. Save and except with respect to Personal Information, this Agreement shall be inoperative as to such portions of the Confidential Information which: (a) is now or subsequently becomes generally available to the public other than as a result of the disclosure by the Recipient or its Representatives; (b) become available to the Recipient from a source other than the Proposal Trustee or its Representatives, provided that such source, so far as the Recipient is aware, is not bound by a confidentiality agreement with the Proposal Trustee or its Representatives or otherwise prohibited from transmitting the Confidential Information to the Recipient by a contractual or legal obligation; (c) were known to the Recipient prior to disclosure to the Recipient by the Proposal Trustee; (d) demonstratively is or was independently developed by the Recipient without the use of any Confidential Information; (e) is released from confidential treatment by the prior written consent of the Proposal Trustee; or (f) is disclosed by the Proposal Trustee in order to enforce its rights pursuant to this Agreement in a legal proceeding.
11. The Recipient's right to receive information hereunder may be terminated by the Proposal Trustee at any time upon written notice to the Recipient whereupon the Recipient shall destroy, without any cost to the Proposal Trustee, the Confidential Information including all notes and writings in respect thereof or copies thereof, be they printed, downloaded or otherwise copied which the Recipient or its Representatives may have in their possession at that time.
12. The Recipient acknowledges that the Proposal Trustee is acting solely in its capacity as the Court-appointed Proposal Trustee of the Property and without personal or corporate liability and shall have no personal liability for any action, omission, statement, misstatement, representation, or warranty made by the Debtor or the Proposal Trustee.
13. The Recipient shall indemnify the Debtor, the Proposal Trustee and their respective representatives against any loss, cost, damage, expense, or liability suffered or incurred by any of them as a result of or in connection with any breach by the Recipient or any of the Recipient's Representatives to whom the Recipient discloses Confidential Information, of any term or provision of this Agreement.
14. The Recipient acknowledges and agrees that it has had an opportunity to obtain independent legal advice as to the terms and conditions of this Agreement and has either received same or expressly

waived its right to do so.

15. Neither the Recipient nor its Representatives will communicate directly with any of the Debtor's current or former officers or employees in connection with a Potential Transaction or any other matter relating to the Confidential Information and will direct all communications regarding the Debtor to the Proposal Trustee.
16. No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.
17. The Recipient acknowledges that disclosure of the Confidential Information or other breach of this Agreement would cause serious and irreparable damage and harm to the Proposal Trustee and/or Debtor and that remedies at law would be inadequate to protect against breach of this Agreement, and each agrees in advance to the possibility of granting of injunctive relief in favour of the Proposal Trustee and/or the Debtor for any breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages, in addition to any other remedy to which the Proposal Trustee and/or the Debtor would be entitled.
18. If any provision of this Agreement becomes invalid or unenforceable in whole or in part for any reason whatsoever, such invalidity or unenforceability will not affect the enforceability of any of the remaining provisions of this Agreement.
19. All of the Confidential Information shall remain the property of the Debtor and no right, title or interest in and to the Confidential Information shall pass to the Recipient or to the Representatives and no interest, license right, or any other right in respect of the Confidential Information, other than as expressly set out herein, is granted under this Agreement, by implication or otherwise.
20. No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by either party, shall be binding unless executed in writing by the party to be bound thereby.
21. This Agreement shall not be assigned without the prior consent of both the Proposal Trustee and the Recipient.
22. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to agreements made to be performed within such province.
23. The terms of this Agreement shall remain until the earlier of 1) one year from the date of this Agreement or; 2) the entering into of a definitive agreement in respect of the Potential Transaction.

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24. This Agreement may be signed by original, or email PDF in one or more counterparts and upon execution in counterparts by each party to this Agreement; such counterparts together will constitute an original of this Agreement, and execution and delivery by email PDF will be legally binding upon the parties.

DATED at _____ this ____ day of _____ 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity as Proposal Trustee of the Debtor, and not in its personal or corporate capacity

Per: _____

Name:

Title:

[INSERT COMPANY NAME]

Per: _____

Name:

Title: