



**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON APRIL 9, 2026**

AND

INFORMATION CIRCULAR

February 23, 2026

This document requires immediate attention. If you are in doubt as to how to deal with the documents or matters referred to in this notice and information circular, you should immediately contact your advisor.

ME THERAPEUTICS HOLDINGS INC.

2665 East Mall, Room 249

Vancouver, BC V6T 1Z4

Telephone: 236.516.7714

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

TO THE SHAREHOLDERS:

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the “**Meeting**”) of shareholders of ME Therapeutics Holdings Inc. (the “**Company**”) will be held at the offices of DLA Piper (Canada) LLP at 1133 Melville Street, Suite 2700, Vancouver, BC V6E 4E5 on Thursday, April 9, 2026, at the hour of 10:00 a.m. (Vancouver time) for the following purposes:

- (1) to receive the audited financial statements of the Company for the fiscal year ended August 31, 2025, and the accompanying report of the auditors;
- (2) to set the number of directors of the Company for the ensuing year at four (4);
- (3) to elect Dr. Salim Zulifkar Dhanji, Dr. John Priatel, Dr. Kenneth Harder and Karim Nanji as directors of the Company;
- (4) to appoint Davidson & Company LLP as the auditors of the Company for the fiscal year ending August 31, 2026 and to authorize the directors of the Company to fix the remuneration to be paid to the auditors for the fiscal year ending August 31, 2026;
- (5) to consider and, if thought fit, to pass an ordinary resolution to ratify, confirm and approve the Company’s new Equity Incentive Plan, as described in the accompanying information circular (the “**Information Circular**”); and
- (6) to transact such further or other business as may properly come before the Meeting and any adjournment or postponement thereof.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of Meeting (the “**Notice of Meeting**”).

The board of directors of the Company has fixed February 23, 2026 as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered shareholder at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the accompanying Information Circular.

If you are a registered shareholder of the Company and unable to attend the Meeting in person, please vote by proxy by following the instructions provided in the form of proxy at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) before the time and date of the Meeting or any adjournment or postponement thereof.

Notice-and-Access

The Company has elected to use the notice and access (“**Notice and Access**”) provisions under National Instrument 54-101 *Communications with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 *Continuous Disclosure Obligations* to distribute Meeting materials to shareholders. Notice and Access allows issuers to post electronic versions of proxy related materials on SEDAR+ and on one additional website, rather than

mailing paper copies to shareholders. Shareholders have the right to request hard copies of any proxy related materials posted online by the Company under Notice and Access.

Meeting materials, including the Circular, are available under the Company's profile at www.sedarplus.com and also at www.metherapeutics.com. The Company will provide to any shareholder, free of charge, upon request to the Company's transfer agent, Odyssey Trust Company ("**Odyssey Trust**") at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America), a paper copy of the Circular and any financial statements or management's discussion and analysis of the Company filed with the applicable securities regulatory authorities during the past year. In order to allow reasonable time for you to receive and review a paper copy of the Circular or other document prior to the proxy deadline, you should make your request for a paper copy to Odyssey Trust by March 27, 2026.

Shareholders will have the opportunity to participate at the Meeting via the Microsoft Teams link below. Additionally, shareholders can participate via teleconference by calling +1 604-901-0719. Callers should dial in fifteen to twenty minutes prior to the scheduled time of the Meeting and input conference code 325537755# to join the Meeting. Please refer to the sections titled "Appointment of Proxyholders", "Voting of Shares and Proxies and Exercise of Discretion by Designated Persons", "Advice to Beneficial Shareholders" and "Revocation of Proxies" in the Circular for details on how to vote at the Meeting. **Shareholders will not be able to vote through the Microsoft Teams link or by teleconference. We encourage shareholders to vote their Common Shares prior to the Meeting by any of the means described in the Circular.**

The Microsoft Teams Meeting ID and passcode below has been provided to enable Shareholders to participate in the Meeting:

Meeting ID: 264 592 843 766 26

Passcode: Rb7Cf286

Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2M2Njc3YtAtNGY2ZC00MDk0LTk4ODYtYTY4NDczMjllMjQ3%40thread.v2/0?context=%7b%22Tid%22%3a%22b925436f-dc0f-4783-9a0e-ebd3680ae995%22%2c%22Oid%22%3a%22988e9270-422e-4e05-b6cf-53cbec04ae53%22%7d

The conference number below has been provided to enable Shareholders to participate in a voice only conference call for the Meeting:

Dial in: +1 604-901-0719 Canada, Vancouver

Dial in: +1 587-774-8973 Canada, Calgary

Phone Conference ID: 325 537 755#

Only shareholders whose names have been entered in the register of shareholders at the close of business on February 23, 2026, the record date for the Meeting, will be entitled to receive notice of and to vote at the Meeting. A registered shareholder may attend the Meeting in person or may be represented by proxy. Shareholders who are unable to attend the Meeting or any adjournment or postponement thereof in person are requested to date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment or postponement thereof. To be effective, the enclosed form of proxy must be deposited with the Company's registrar and transfer agent, Odyssey Trust., by mail or delivery to United Kingdom Building, 350 – 409 Granville Street, Vancouver BC V6C 1T2 301, Attn: Proxy Department, no later than 10:00 a.m. (Vancouver time) on April 7, 2026, being at least 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of British Columbia) before any adjournment or postponement of the Meeting.

If you are a non-registered shareholder of the Company and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, or a trustee or administrator of a retirement

savings plan, retirement income fund, education savings plan or other similar savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your securities on your behalf (each, an “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

DATED at Vancouver, British Columbia, this 23rd day of February, 2026.

By Order of the Board of Directors of

ME THERAPEUTICS HOLDINGS INC.

“Salim Zulifkar Dhanji”

Dr. Salim Zulifkar Dhanji
Chief Executive Officer and Director

**PLEASE VOTE. YOUR VOTE IS IMPORTANT. WHETHER OR NOT YOU EXPECT TO ATTEND THE MEETING,
PLEASE COMPLETE, SIGN AND DATE THE ENCLOSED FORM OF PROXY AND PROMPTLY RETURN IT IN
THE ENVELOPE PROVIDED.**

ME THERAPEUTICS HOLDINGS INC.

2665 East Mall, Room 249

Vancouver, BC V6T 1Z41

Telephone: 236.516.7714

INFORMATION CIRCULAR

February 23, 2025

INTRODUCTION

This information circular (the “**Information Circular**”) accompanies the notice of annual general and special meeting of shareholders (the “**Notice**”) of ME Therapeutics Holdings Inc. (the “**Company**”) and is furnished to shareholders (each, a “**Shareholder**”) holding common shares (each, a “**Share**”) of the Company in connection with the solicitation by the management of the Company of proxies to be voted at the annual general and special meeting (the “**Meeting**”) of the Shareholders to be held at 10:00 a.m. (PST) on Thursday, April 9, 2026 at the offices of DLA Piper (Canada) LLP at 1133 Melville Street, Suite 2700, Vancouver, BC V6E 4E5, or at any adjournment or postponement thereof.

Date and Currency

The date of this Information Circular is February 23, 2026. Unless otherwise stated, all amounts herein are in Canadian dollars.

PROXIES AND VOTING RIGHTS

Management Solicitation

The solicitation of proxies by management of the Company will be conducted by mail and may be supplemented by telephone or other personal contact to be made without special compensation to any of the directors, officers and employees of the Company. The Company does not reimburse Shareholders, nominees or agents for costs incurred in obtaining authorization from their principals to execute forms of proxy, except that the Company has requested brokers and nominees who hold stock in their respective names to furnish this proxy material to their customers who are NOBOs (as defined below), and the Company will reimburse such brokers and nominees for their related out of pocket expenses. No solicitation will be made by specifically engaged employees or soliciting agents. The cost of solicitation will be borne by the Company.

No person has been authorized to give any information or to make any representation other than as contained in this Information Circular in connection with the solicitation of proxies. If given or made, such information or representations must not be relied upon as having been authorized by the Company. The delivery of this Information Circular shall not create, under any circumstances, any implication that there has been no change in the information set forth herein since the date of this Information Circular. This Information Circular does not constitute the solicitation of a proxy by anyone in any jurisdiction in which such solicitation is not authorized, or in which the person making such solicitation is not qualified to do so, or to anyone to whom it is unlawful to make such an offer of solicitation.

Notice and Access

The Company has elected to use the “notice and access” provisions (“**Notice and Access**”) that came into effect on February 11, 2013 under National Instrument 54-101 *Communications with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”) and National Instrument 51-102 *Continuous Disclosure Obligations* (“**NI 51-102**”) of the Canadian Securities Administrators, for distribution of this Circular and other meeting materials, including the form of proxy, the voting instruction form (the “**VIF**”) and the Notice of Meeting (collectively, the “**Meeting**”).

Materials”), to registered shareholders of the Company and Non Registered Holders (as defined herein), other than those shareholders with existing instructions on their accounts to receive printed materials or those shareholders that request printed Meeting Materials.

Notice and Access allows issuers to post electronic versions of certain Meeting Materials online, via SEDAR+ and one other website, rather than mailing paper copies of such meeting materials to shareholders. The Company has adopted this alternative means of delivery in order to further its commitment to environmental sustainability and to reduce its printing and mailing costs.

The Company has posted the Meeting Materials, and its audited financial statements and management’s discussion and analysis for the year ended August 31, 2025, under its profile at www.sedarplus.ca and also at www.metherapeutics.com.

Although the Meeting Materials will be posted electronically online, registered shareholders and Non Registered Holders (subject to the provisions set out below under the heading “*Advice to Beneficial Shareholders*”) will receive a “notice package” (the “**Notice and Access Notification**”) by prepaid mail, which includes the information prescribed by NI 54-101, and a form of proxy, in the case of registered shareholders, or VIF, in the case of Non Registered Holders, enabling them to vote at the Meeting. Shareholders should follow the instructions for completion and delivery contained in the form of proxy or VIF, and are reminded to review the Circular before voting.

Shareholders will not receive paper copies of the Meeting Materials unless they contact the Company’s transfer agent, Odyssey Trust Company (“**Odyssey Trust**”) at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America). Provided the request is made prior to the Meeting, Odyssey Trust will mail the requested materials within three business days. Requests for paper copies of the Meeting Materials should be made by March 27, 2026 in order to receive the Meeting Materials in time to vote before the Meeting.

Shareholders with questions about Notice and Access may contact Odyssey Trust at 1-888-290-1175 (toll-free within North America) or 1-587-885-0960 (direct from outside North America), or the Company at +1 (236) 516-7714.

Appointment of Proxy

Registered Shareholders are entitled to vote at the Meeting. A Shareholder is entitled to one vote for each Share that such Shareholder holds on the record date of February 23, 2026 on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting.

The persons named as proxyholders (the “**Designated Persons**”) in the enclosed form of proxy are directors and/or officers of the Company.

A SHAREHOLDER HAS THE RIGHT TO APPOINT A PERSON OR COMPANY (WHO NEED NOT BE A SHAREHOLDER) OTHER THAN THE DESIGNATED PERSONS NAMED IN THE ENCLOSED FORM OF PROXY TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING.

A SHAREHOLDER MAY EXERCISE THIS RIGHT BY INSERTING THE NAME OF SUCH OTHER PERSON IN THE BLANK SPACE PROVIDED ON THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE’S CONSENT TO ACT AS PROXY AND SHOULD PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER’S SHARES SHOULD BE VOTED. THE NOMINEE SHOULD BRING PERSONAL IDENTIFICATION TO THE MEETING.

The Shareholder may vote by mail, by telephone or via the Internet by following instructions provided in the form of proxy at least 48 hours (excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia) prior to the scheduled time of the Meeting, or any adjournment or postponement thereof. The

Chairman of the Meeting, in his sole discretion, may accept completed forms of proxy on the day of the Meeting or any adjournment or postponement thereof.

A proxy may not be valid unless it is dated and signed by the Shareholder who is giving it or by that Shareholder's attorney-in-fact duly authorized by that Shareholder in writing or, in the case of a corporation, dated and executed by a duly authorized officer or attorney-in-fact for the corporation. If a form of proxy is executed by an attorney-in-fact for an individual Shareholder or joint Shareholders, or by an officer or attorney-in-fact for a corporate Shareholder, the instrument so empowering the officer or attorney-in-fact, as the case may be, or a notarially certified copy thereof, must accompany the form of proxy.

Revocation of Proxies

A Shareholder who has given a proxy may revoke it at any time before it is exercised by an instrument in writing: (a) executed by that Shareholder or by that Shareholder's attorney-in-fact authorized in writing or, where the Shareholder is a corporation, by a duly authorized officer of, or attorney-in-fact for, the corporation; and (b) delivered either: (i) to the Company at the address set forth above, at any time up to and including the last business day preceding the day of the Meeting or, if adjourned or postponed, any reconvening thereof, (ii) to the Chairman of the Meeting prior to the vote on matters covered by the proxy on the day of the Meeting or, if adjourned or postponed, any reconvening thereof, or (iii) in any other manner provided by law.

Also, a proxy will automatically be revoked by either: (i) attendance at the Meeting and participation in a poll (ballot) by a Shareholder, or (ii) submission of a subsequent proxy in accordance with the foregoing procedures. A revocation of a proxy does not affect any matter on which a vote has been taken prior to any such revocation.

Voting of Shares and Proxies and Exercise of Discretion by Designated Persons

A Shareholder may indicate the manner in which the Designated Persons are to vote with respect to a matter to be voted upon at the Meeting by marking the appropriate space on the proxy. **The Shares represented by a proxy will be voted or withheld from voting in accordance with the instructions of the Shareholder on any ballot that may be called for and if the Shareholder specifies a choice with respect to any matter to be acted upon, the Shares will be voted accordingly.**

IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS NAMED IN THE FORM OF PROXY. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY.

The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice. At the date of this Information Circular, management of the Company is not aware of any such amendments, variations or other matters to come before the Meeting.

In the case of abstentions from, or withholding of, the voting of the Shares of a Shareholder on any matter, the Shares that are the subject of the abstention or withholding will be counted for determination of a quorum, but will not be counted as affirmative or negative on the matter to be voted upon.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to those Shareholders who do not hold Shares in their own name. Shareholders who do not hold their Shares in their own name (referred to in this Information Circular as "**Beneficial Shareholders**") should note that only proxies deposited by Shareholders whose names appear on the records of the Company as the registered holders of Shares can be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided by a broker, then in almost all cases those Shares

will not be registered in the Beneficial Shareholder's name on the records of the Company. Such Shares will more likely be registered under the names of the Beneficial Shareholder's broker or an agent of that broker. In the United States, the vast majority of such Shares are registered under the name of Cede & Co. as nominee for The Depository Trust Company (which acts as depository for many U.S. brokerage firms and custodian banks), and in Canada, under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person well in advance of the Meeting.

The Company does not have access to the names of all Beneficial Shareholders. Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The form of proxy supplied to a Beneficial Shareholder by his, her or its broker (or the agent of the broker) is similar to the form of proxy provided to registered Shareholders by the Company. However, its purpose is limited to instructing the registered Shareholder (the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in the United States and in Canada. Broadridge typically prepares a special voting instruction form, mails this form to the Beneficial Shareholders and asks for appropriate instructions regarding the voting of Shares to be voted at the Meeting. If Beneficial Shareholders receive the voting instruction forms from Broadridge, they are requested to complete and return the voting instruction forms to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free number and access Broadridge's dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and to vote the Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a Broadridge voting instruction form cannot use that form as a proxy to vote Shares directly at the Meeting – the voting instruction form must be returned to Broadridge well in advance of the Meeting in order to have the applicable Shares voted at the Meeting.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting Shares registered in the name of his, her or its broker (or agent of the broker), a Beneficial Shareholder may attend at the Meeting as proxyholder for the registered Shareholder and vote the Shares in that capacity. Beneficial Shareholders who wish to attend at the Meeting and indirectly vote their Shares as proxyholder for the registered Shareholder should enter their own names in the blank space on the instrument of proxy provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker (or agent), well in advance of the Meeting.

Alternatively, a Beneficial Shareholder may request in writing that his, her or its broker send to the Beneficial Shareholder a legal proxy which would enable the Beneficial Shareholder to attend at the Meeting and vote his, her or its Shares.

Beneficial Shareholders consist of non-objecting beneficial owners (each, a "**NOBO**") and objecting beneficial owners (each, an "**OBO**"). A NOBO is a beneficial owner of securities that has provided instructions to an intermediary holding the securities in an account on behalf of the beneficial owner that the beneficial owner does not object, for that account, to the intermediary disclosing ownership information about the beneficial owner under National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**") of the Canadian Securities Administrators. An OBO means a beneficial owner of securities that has provided instructions to an intermediary holding the securities in an account on behalf of the beneficial owner that the beneficial owner objects, for that account, to the intermediary disclosing ownership information about the beneficial owner under NI 54-101.

The Company is sending proxy-related materials directly to NOBOs of the Shares. The Company will not pay for the delivery of proxy-related materials to OBOs of the Shares under NI 54-101 and Form 54-101F7 – *Request for Voting*

Instructions Made by Intermediary. The OBOs of the Shares will not receive the materials unless their intermediary assumes the costs of delivery.

All references to Shareholders in this Information Circular are to registered Shareholders, unless specifically stated otherwise.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Shares without par value. As of the record date, determined by the board of directors of the Company (the “**Board**”) to be the close of business on February 23, 2026, a total of 30,049,438 Shares were issued and outstanding. Each Share carries the right to one vote at the Meeting.

Only registered Shareholders as of the record date are entitled to receive notice of, and to attend and vote at, the Meeting or any adjournment or postponement of the Meeting.

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Shares carrying more than 10% of the voting rights attached to the outstanding Shares of the Company, other than as set forth below:

Name of Shareholder	Number of Shares Owned	Percentage of Outstanding Shares ⁽¹⁾
Dr. Salim Zulifkar Dhanji	4,175,143 ⁽²⁾	13.8%
Dr. John Priatel	4,175,143 ⁽³⁾	13.8%
Dr. Kenneth Harder	4,168,643 ⁽³⁾	13.8%
Mr. Rahim Dhanji	4,012,090	13.3%

Notes:

- (1) Based on 30,049,438 Shares issued and outstanding as of February 23, 2026.
- (2) Does not include 800,000 stock options to purchase Shares.
- (3) Does not include 250,000 stock options to purchase Shares.

FINANCIAL STATEMENTS

The audited consolidated financial statements of the Company for the year ended August 31, 2025 together with the auditor’s report thereon, will be presented to the Shareholders at the Meeting. The Company’s financial statements and management discussion and analysis are available on SEDAR+ at www.sedarplus.ca.

NUMBER OF DIRECTORS

At the Meeting, Shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the ensuing year at four (4). An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

Management recommends that Shareholders vote for the approval of setting the number of directors of the Company for the ensuing year at four (4).

ELECTION OF DIRECTORS

At present, the directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting, or until their successors are duly elected or appointed in accordance with the Company's Articles or until such director's earlier death, resignation or removal.

The Articles of the Company include an advance notice provision (the "**Advance Notice Provision**") with respect to the nomination of directors in certain circumstances. For the nomination of a director to be timely, the nominating Shareholder (the "**Nominating Shareholder**") must provide advance notice of the nomination to the Company as follows:

- (a) in the case of an annual meeting of Shareholders, not less than 30 and not more than 65 days prior to the date of the annual meeting of Shareholders; provided, however, that in the event that the annual meeting of Shareholders is to be held on a date that is less than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder is to be made not later than the close of business on the 10th day after the Notice Date in respect of such meeting; and
- (b) in the case of a special meeting (which is not also an annual meeting) of Shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of Shareholders was made.

No nominations of directors for the Meeting by the Nominating Shareholders were received in accordance with the provisions of the Advance Notice Provision.

Management of the Company proposes to nominate all of the current directors of the Company, as set out in the table below, for election by the Shareholders as directors of the Company. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Place of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years ⁽¹⁾	Director Since	Number of Shares Owned ⁽¹⁾
Dr. Salim Zulifkar Dhanji ⁽²⁾ British Columbia, Canada <i>Chief Executive Officer and Director</i>	Dr. Dhanji has been the Chief Executive Officer (" CEO ") and a director of the Company since March 9, 2023, the CEO and a director of ME Therapeutics Inc. (" ME Therapeutics "), a wholly owned subsidiary of the Company, since September 16, 2014 and is the founder of ME Therapeutics. Dr. Dhanji is a former director of preclinical research at Qu Biologics with industry and academic expertise in cancer, autoimmunity and inflammation. In addition to his experience in biotechnology, Dr. Dhanji is the President of Perceptive Property Development and has served in this role since 2013.	March 9, 2023	4,175,143 ⁽⁴⁾
Dr. Kenneth Harder British Columbia, Canada <i>Director</i>	Dr. Harder has been a director of the Company since March 9, 2023 and ME Therapeutics since September 16, 2014. Dr. Harder is an associate professor at the University of British Columbia (" UBC ") with expertise in myeloid cell biology and cancer. Dr. Harder has been working at UBC since 2006 and this continues to be his primary occupation.	March 9, 2023	4,168,643 ⁽⁵⁾

Name, Place of Residence and Position(s) with the Company	Principal Occupation, Business or Employment for Last Five Years ⁽¹⁾	Director Since	Number of Shares Owned ⁽¹⁾
Dr. John Priatel ⁽²⁾⁽³⁾ British Columbia, Canada <i>Director</i>	Dr. Priatel has been a director of the Company since March 9, 2023 and a director of ME Therapeutics since September 16, 2014. Dr. Priatel is an Honorary Assistant Professor in UBC's Department of Pathology and Laboratory Medicine, with expertise in lymphocyte biology, inflammation and cancer. Accompanying Dr. Priatel's experience in biotechnology, he is also an owner/operator of Bay Street Properties, a property management company which manages several residential real estate assets.	March 9, 2023	4,175,143 ⁽⁵⁾
Karim Nanji ⁽²⁾ British Columbia, Canada <i>Director</i>	Mr. Nanji has been a director of the Company since June 7, 2023. Mr. Nanji is an experienced public director and has experience with start-up companies. Mr. Nanji has a background in retail financial services for underbanked, underserved and credit-challenged consumers in Canada, the United States and international markets. Mr. Nanji has over 25 years of experience across start-up, growth, enterprise and Fortune 500 organizations. Mr. Nanji is currently the CEO and a director of Marble Financial Inc., a fin-tech company listed on the Canadian Securities Exchange (the "Exchange"). Prior to his current position, Mr. Nanji was VP, Product & Partnerships with Progressa, a consumer finance company from October 2016 until March 2019. Prior thereto, he was VP Product & Technology with Crelogix Acceptance Corporation from February 2015 until October 2016.	June 7, 2023	Nil ⁽⁶⁾

Notes:

- (1) Information has been furnished by the respective nominees individually.
- (2) Member of the Audit Committee.
- (3) Chairman of the Audit Committee.
- (4) Does not include 800,000 stock options to purchase Shares with each stock option exercisable into one Share at a price of \$0.45 per Share until March 31, 2026.
- (5) Does not include 250,000 stock options to purchase Shares with each stock option exercisable into one Share at a price of \$0.45 per Share until March 31, 2026.
- (6) Does not include 250,000 stock options to purchase Shares, with each stock option exercisable into one Share at a price of \$0.45 per Share until June 7, 2026.

Management does not contemplate that any of its nominees will be unable to serve as directors. If any vacancies occur in the slate of nominees listed above before the Meeting, then the Designated Persons intend to exercise discretionary authority to vote the Shares represented by proxies for the election of any other persons as directors.

Management recommends that Shareholders vote for the election of each of the nominees listed above as a director of the Company.

Orders

To the best of management's knowledge, no proposed director of the Company is, or within the ten (10) years before the date of this Information Circular has been, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or

- (b) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies

To the best of management's knowledge, no proposed director of the Company is, or within ten (10) years before the date of this Information Circular, has been, a director or an executive officer of any company that, while the person was acting in that capacity, or within a year of that person ceasing to act in the capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets or made a proposal under any legislation relating to bankruptcies or insolvency.

Penalties and Sanctions

To the best of management's knowledge, no proposed director of the Company has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

STATEMENT OF EXECUTIVE COMPENSATION

General

For the purpose of this Statement of Executive Compensation:

"NEO" or **"named executive officer"** means:

- (a) each individual who served as chief executive officer ("**CEO**") of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year,
- (b) each individual who served as chief financial officer ("**CFO**") of the Company, or who performed functions similar to a CFO, during any part of the most recently completed financial year,
- (c) the most highly compensated executive officer of the Company or any of its subsidiaries (if any) other than individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V, for that financial year, and
- (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company or its subsidiaries (if any), nor acting in a similar capacity, at the end of that financial year;

"plan" includes any plan, contract, authorization or arrangement, whether or not set out in any formal document, where cash, compensation securities or any other property may be received, whether for one or more persons; and

"underlying securities" means any securities issuable on conversion, exchange or exercise of compensation securities.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

The below table summarizing compensation paid, directly or indirectly to the NEOs, is only being reported for the fiscal year ended August 31, 2025 (“Fiscal 2025”).

The following table sets forth all direct and indirect compensation paid, payable, awarded, granted, given or otherwise provided, directly or indirectly, by the Company or any subsidiary thereof to each NEO and each director of the Company, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof for the period ending August 31, 2024 and 2025, other than stock options and other compensation securities:

Name and Position	Year ⁽¹⁾	Salary, Consulting Fee, Retainer or Commission (\$)	Bonus (\$)	Committee or Meeting Fees (\$)	Value of Perquisites ⁽²⁾ (\$)	Value of All Other Compensation (\$)	Total Compensation (\$)
Dr. Salim Dhanji ⁽³⁾ <i>CEO and Director</i>	2025	\$120,000	Nil	Nil	Nil	Nil	\$120,000
	2024	\$50,000	Nil	Nil	Nil	Nil	\$50,000
Quinn Martin ⁽⁴⁾ <i>CFO</i>	2025	\$50,475	Nil	Nil	Nil	Nil	\$50,475 ⁽⁵⁾
	2024	\$37,500	Nil	Nil	Nil	Nil	\$37,500
Jamil Kassam <i>Corporate Secretary</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Karim Lalji ⁽⁶⁾ <i>Former CBO</i>	2025	\$73,050	Nil	Nil	Nil	Nil	\$73,050
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Dr. John Priatel <i>Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Dr. Kenneth Harder <i>Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil
Karim Nanji <i>Director</i>	2025	Nil	Nil	Nil	Nil	Nil	Nil
	2024	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) For the years ended August 31, 2024 and 2025.
- (2) “Perquisites” include perquisites provided to an NEO or director that are not generally available to all employees and that, in aggregate, are: (a) \$15,000, if the NEO or director’s total salary for the financial year is \$150,000 or less, (b) 10% of the NEO or director’s salary for the financial year if the NEO or director’s total salary for the financial year is greater than \$150,000 but less than \$500,000, or (c) \$50,000 if the NEO or director’s total salary for the financial year is \$500,000 or greater.
- (3) Mr. Dhanji was appointed as CEO and as a director on March 9, 2023. Pursuant to the CEO Agreement (as defined below), 1477202 B.C. Ltd. (“1477202”), a company in which Mr. Dhanji is a principal, receives a monthly salary of \$10,000 per month plus GST made payable in cash. For additional details with respect Mr. Dhanji’s compensation, see “Executive Compensation – Employment, Consulting and Management Agreements – Chief Executive Officer Agreement”.
- (4) Mr. Martin was appointed as CFO on March 9, 2023. Pursuant to the CFO Agreement (as defined below), Donaldson Brohman Martin CPA Inc. (“DBM”), a company in which Mr. Martin is a principal, receives a monthly consulting fee of \$4,000 plus GST made payable in cash. In September 2025, the amount was revised to \$6,000 plus GST made payable

in cash. For additional details with respect Mr. Martin’s compensation, see “*Executive Compensation – Employment, Consulting and Management Agreements – Chief Financial Officer Agreement*”.

- (5) In addition to the monthly fee paid to DBM, pursuant to the CFO Agreement, DBM was paid additional fees for services provided in connection with the listing of the Shares on the Exchange. For additional details with respect Mr. Martin’s compensation, see “*Executive Compensation – Employment, Consulting and Management Agreements – Chief Financial Officer Agreement*”.
- (6) Mr. Lalji was appointed Chief Business Officer on October 25, 2024 and resigned on July 8, 2025. Pursuant to the CBO Agreement (as defined below), Kanras Inc. (“**Kanras**”), a company where Mr. Lalji is a principal, receives a monthly consulting fee of \$7,000 per month + GST for his services. For additional details with respect Mr. Lalji’s compensation, see “*Executive Compensation – Employment, Consulting and Management Agreements – Chief Business Officer Agreement*”.

Stock Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each director and NEO by the Company or any subsidiary thereof in Fiscal 2025 for services provided, or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Compensation Securities							
Name and Position	Type of Compensation Security	Number of Compensation Securities, Number of Underlying Securities and Percentage of Class	Date of Issue or Grant	Issue, Conversion or Exercise Price \$	Closing Price of Security or Underlying Security on Date of Grant \$	Closing Price of Security or Underlying Security at Year End \$	Expiry Date
Dr. Salim Dhanji <i>CEO and Director</i>	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
Quinn Martin <i>CFO</i>	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
Jamil Kassem <i>Corporate Secretary</i>	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
Dr. John Priatel <i>Director</i>	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
Dr. Kenneth Harder <i>Director</i>	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A
Karim Nanji <i>Director</i>	Stock Options	N/A	N/A	N/A	N/A	N/A	N/A

Exercise of Compensation Securities by Directors and NEOs

No stock options were exercised by directors and NEOs during Fiscal 2025.

Stock Option Plans and Other Incentive Plans

The Board adopted a stock option plan (the “**Previous Incentive Stock Option Plan**”) on March 31, 2023 and the shareholders approved the Previous Incentive Stock Option Plan on October 12, 2022. At the Meeting, shareholders will be asked to consider replacing the Previous Incentive Stock Option Plan with a new omnibus

equity incentive plan (the “**New Equity Incentive Plan**”) featuring a rolling reserve of up to 15% of outstanding shares and the ability to grant stock options and restricted share units (“**RSUs**”). The Previous Incentive Stock Option Plan only allows for the grant of incentive stock options.

The purpose of the New Equity Incentive Plan is to attract and retain directors, officers, employees and consultants of the Company and to motivate them to advance the interest of the Company by affording them with the opportunity to acquire an equity interest in the Company through the grant of restricted share units and stock options under the New Equity Incentive Plan. This New Equity Incentive Plan is a “rolling up to 15%” omnibus plan whereby the total number of Common Shares that are issuable pursuant to all security based compensation granted or awarded hereunder, in aggregate, is equal to up to a maximum of 15% of the issued and outstanding Common Shares as of the date of grant or award (together with any Common Shares issuable pursuant to any other share compensation arrangement). For greater certainty, any restricted share units (“**RSUs**”) that must be settled in cash in accordance with the restricted share unit agreement approved by the Board at the time of grant shall not count towards the maximum of 15% of issued and outstanding Common Shares reserved under this Plan as required by the policies of the Exchange.

The New Equity Incentive Plan will be administered by the Board, which will have full and final authority with respect to the granting of all RSUs and stock options thereunder.

Stock options may be granted under the New Equity Incentive Plan to such directors, officers, employees, or consultants of the Company and its affiliates, if any, as the Board may from time to time designate. The exercise price of stock option grants will be determined by the Board, subject to compliance with the policies of the Exchange. All stock options granted under the New Equity Incentive Plan will expire not later than the date that is ten years from the date that such stock options are granted. Stock options terminate earlier as follows: (i) immediately in the event of dismissal with cause; (ii) 30 days from date of termination other than for cause, or as set forth in each particular stock option agreement; (iii) 90 days from the date of disability; or (iv) twelve months from the date of death. Stock options granted under the New Equity Incentive Plan are not transferable or assignable other than by will or other testamentary instrument or pursuant to the laws of succession.

As at February 23, 2026, there were 2,796,670 stock options outstanding under the Previous Incentive Stock Option Plan.

Oversight and Description of Director and NEO Compensation

The Board will be responsible for setting the overall compensation strategy of the Company and administering the Company’s executive compensation program with input from the CEO of the Company in respect of all executive officers other than the CEO. As part of its mandate, the Board will approve the remuneration of the Company’s executive officers, including any NEOs of the Company. The Board will also be responsible for reviewing the Company’s compensation policies and guidelines generally.

The objective of the Company’s executive compensation program will be to motivate, reward, and retain management talent that is needed to achieve the Company’s business objectives. The compensation program is designed to ensure that compensation is competitive with other companies of similar size and is commensurate with the experience, performance, and contribution of the individuals involved and the overall performance of the Company. In evaluating performance, consideration is given to the Company’s long-term interests as well to the qualitative aspects of the individual’s performance and achievements. Compensation for directors of the Company, if any, will also be determined by the Board on an annual basis.

Compensation Objectives and Principles

The compensation program for the senior management of the Company will be designed to ensure that the level and form of compensation achieves certain objectives, including:

- (a) attracting and retaining qualified executives;
- (b) motivating the short and long-term performance of these executives; and
- (c) better aligning their interests with those of the Company's shareholders.

In compensating its senior management, the Company will employ a combination of base salary, bonus compensation and equity participation through the New Equity Incentive Plan. The Company will not provide any retirement benefits for its directors or officers.

Elements of Compensation

The executive compensation program is comprised of three principal components: (i) base salaries; (ii) bonuses, and (iii) an equity plan which will be designed to provide a combination of cash and equity-based compensation to effectively retain and motivate the executive officers to achieve the Company's goals and objectives. Each component of the executive compensation program is described below.

Base Salary

Executive officers may be paid or are currently being paid, as applicable, a base salary to compensate them for providing the leadership and specific skills needed to fulfill their responsibilities. The payment of base salaries is an important component of the intended compensation program and serves to attract and retain qualified individuals. The base salaries for the executive officers will be reviewed annually by the Board and will be determined by considering the contributions made by the executive officers, how their compensation levels related to compensation packages that would be achievable by such officers from other opportunities, and publicly available salary data. Salaries of the executive officers will not be determined based on benchmarks or a specific formula.

Dr. Dhanji, the CEO and a director of the Company, will be paid \$10,000 per month plus GST made payable in cash. Given the past and ongoing contributions of Dr. Dhanji to the Company, the Board has determined that payment of a base salary to Dr. Dhanji is warranted taking into consideration the Company's financial position and comparative compensation data available. For additional details with respect to Dr. Dhanji's compensation, see "*Executive Compensation - Employment, Consulting and Management Agreements – Chief Executive Officer Agreement*".

Mr. Martin will be paid an aggregate of \$48,000 per year (comprised of \$4,000 per month plus GST made payable in cash). Additional compensation may be paid to Mr. Martin, from time to time, in accordance with the CFO Agreement for additional services rendered. For additional details with respect Mr. Martin's compensation, see "*Executive Compensation – Employment, Consulting and Management Agreements – Chief Financial Officer Agreement*".

Jamil Kassam, the Corporate Secretary of the Company, has not received any base salary to date. As of the date hereof, the Company does not anticipate any changes to any of the compensation arrangements for Mr. Kassam.

Bonus Incentive Compensation

The Board may from time to time approve bonus payments to reward executive officers for their contribution to the achievement of annual corporate goals and objectives. Bonuses will also serve as a retention incentive for executive officers so that they remain in the employ of the Company. The payment of bonuses is consistent with the intended overall objective of the Company to reward performance.

Equity Participation

Equity participation will be accomplished predominantly through the New Equity Incentive Plan if it is approved at the Meeting. Stock options and RSUs may be granted to executives employees and consultants considering a number of factors, including the amount and term of stock options previously granted, performance, vesting terms, RSUs previously granted, base salary and bonuses and competitive factors. The amounts and terms of stock options and terms of the RSUs to be granted are determined by the Board.

Compensation Process

The Company does not have a compensation committee or a formal compensation policy. The Company will rely solely on the directors to determine the compensation of any NEOs. In determining compensation, the directors will consider industry standards and the Company's financial situation, but the Company will not have any formal objectives or criteria. The performance of each executive officer will be informally monitored by the directors, having in mind the business strengths of the individual and the purpose of originally appointing the individual as an officer.

In establishing compensation for executive officers, the Board as a whole seeks to accomplish the following goals:

- to recruit and subsequently retain highly qualified executive officers by competitive offering overall compensation;
- to motivate executives to achieve important corporate and personal performance objectives and reward them when such objectives are met; and
- to align the interests of executive officers with the long-term interests of Shareholders through participation in the New Equity Incentive Plan.

When considering the appropriate executive compensation to be paid to our officers, the Board will have regard to a number of factors including: (i) recruiting and retaining executives critical to the success of the Company and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the Shareholders; (iv) rewarding performance, both on an individual basis and with respect to operations generally; and (v) available financial resources.

Restricted Share Unit Based Awards

The Board may award RSUs to directors, officers, employees, and consultants (other than persons providing investor relations activities) under the New Equity Incentive Plan, subject to approval of the New Equity Incentive Plan at the Meeting. The New Equity Incentive Plan will be administered by the Board. In determining the number of RSUs to be granted to the NEOs, the Board will consider whom RSUs will be awarded, the number of RSUs to be awarded and credited to each participants account, the award date, and the applicable vesting criteria. For a detailed discussion of the New Equity Incentive Plan, see "*Particulars of Matter to be Acted Upon – Approval of the New Equity Incentive Plan*".

Option-Based Awards

Long-term incentives in the form of stock options are intended to align the interests of our directors and executive officers with those of the Shareholders and to provide a long-term incentive to reward those individuals for their contribution to the generation of shareholder value, while reducing the burden of cash compensation that would otherwise be payable by the Company.

The New Equity Incentive Plan will be administered by the Board. In determining the number of incentive stock options to be granted to the NEOs, the Board will have regard to several considerations including previous grants

of stock options and the overall number of outstanding stock options relative to the number of outstanding Shares, as well as the degree of effort, time, responsibility, ability, experience and level of commitment of the executive officer. For a detailed discussion of the New Equity Incentive Plan, see “*Particulars of Matter to be Acted Upon – Approval of the New Equity Incentive Plan*”.

Employment, Consulting and Management Agreements

Each of the Company’s directors and officers has entered into a formal agreement outlining their role and responsibilities with the Company. Each independent director entered into a standard form directors services and each officer entered into an executive agreement outlining the independent contractor relationship with the Company. The following is a summary of each of the executive agreements.

Chief Executive Officer Agreement

Effective as of March 9, 2023, the Company entered into an executive consulting agreement (the “**CEO Agreement**”) with Dr. Salim Dhanji’s holding company 1477202, pursuant to which Dr. Dhanji agreed to provide certain management services to the Company, including, but not limited to, acting as CEO of the Company. On March 26, 2024, the Company entered into an amendment to executive consulting agreement (the “**CEO Amendment Agreement**”) where the Company agrees to pay 1477202 a monthly consulting fee at a rate of \$10,000 per month plus GST. This agreement includes non-disclosure and confidentiality provisions but does not include any provisions relating to non-competition. Each of the Company or Dr. Dhanji may terminate the agreement with 30 days’ notice or by mutual agreement. Both parties may do so by mutual agreement.

Chief Financial Officer Agreement

Effective as of March 9, 2023, the Company entered into an executive consulting agreement (the “**CFO Agreement**”) with DBM pursuant to which DBM agreed to provide the services of Quinn Martin as CFO of the Company. Mr. Martin is a principal of DBM. On April 1, 2024, the Company entered into an amendment to the CFO Agreement (the “**CFO Amendment Agreement**”) where DBM will be paid an aggregate of \$48,000 per year (comprised of \$4,000 per month plus GST payable in cash) for his services. In September 2025, the amount was revised to \$6,000 per month plus GST payable in cash. In addition, the Company agreed pay Mr. Martin for any additional services that Mr. Martin provides that are outside of the scope of his engagement as the CFO of the Company. Some examples of such additional services include assisting with subsequent prospectus offerings, assistance with budget preparation, preparation of regulatory filing documents, purchase price allocations related to a business or an asset acquisition, or extraordinary due diligence related to a transaction. The Company may terminate the agreement by providing 60 days’ notice or for cause. Mr. Martin may terminate this agreement by providing 60 days’ notice. Both parties may do so by mutual agreement.

Corporate Secretary Agreement

Effective as of March 9, 2023, the Company entered into a consulting agreement with Jamil Kassam, pursuant to which Mr. Kassam agreed to provide certain management services to the Company, including but not limited to acting as Corporate Secretary of the Company. Mr. Kassam does not receive cash compensation pursuant to this agreement. This agreement includes non-disclosure and confidentiality provisions but does not include any provisions relating to non-competition. Each of the Company or Mr. Kassam may terminate the agreement with 30 days’ notice or by mutual agreement. Both parties may do so by mutual agreement.

Chief Business Officer Agreement

Effective as of October 21, 2024, the Company appointed Karim Lalji as Chief Business Officer, and executed an agreement with his company Kanras Inc. (“**Kanras**”), where the Company agreed to pay a consulting fee of \$7,000 per month + GST for his services. This agreement includes non-disclosure and confidentiality provisions but does

not include any provisions relating to non-competition. Each of the Company or Kanras may terminate the agreement with 30 days’ notice or by mutual agreement.

Pension Plan Benefits

The Company does not have any pension, defined benefit, defined contribution or deferred compensation plans in place.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details of the Plan as of August 31, 2025:

Plan Category	Number of shares to be issued upon exercise of outstanding options ⁽¹⁾	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by Shareholders	2,796,670	\$0.72	1,641,754
Equity compensation plans not approved by Shareholders	Nil	nil	Nil
Total	2,796,670	\$0.72	1,641,754

Notes:

(1) The Company does not have any warrants or rights outstanding under any equity compensation plans.

APPOINTMENT OF AUDITOR

At the Meeting, Shareholders will be asked to pass an ordinary resolution to appoint Davidson & Company LLP, Chartered Professional Accountants as auditors of the Company for the fiscal year ending August 31, 2026, and to authorize the directors of the Company to fix the remuneration to be to be paid to the auditors for the fiscal year ending August 31, 2026. An ordinary resolution needs to be passed by a simple majority of the votes cast by the Shareholders present in person or represented by proxy and entitled to vote at the Meeting. Davidson & Company LLP, Chartered Professional Accountants, were appointed as the auditors of the Company in 2026.

Management recommends that Shareholders vote for the appointment of Davidson & Company LLP, Chartered Professional Accountants as the Company’s auditors for the Company’s fiscal year ending August 31, 2026 and the authorization of the directors of the Company to fix the remuneration to be paid to the auditors for the fiscal year ending August 31, 2026.

AUDIT COMMITTEE DISCLOSURE

Under National Instrument 52-110 – *Audit Committees (“NI 52-110”)*, a reporting issuer is required to provide disclosure annually with respect to its audit committee, including the text of its audit committee charter, information regarding composition of the audit committee, and information regarding fees paid to its external auditor. The Company provides the following disclosure with respect to its audit committee (the “**Audit Committee**”):

THE AUDIT COMMITTEE CHARTER

The full text of the Company's audit committee charter (the "Audit Committee Charter") is attached as Schedule "A" to this Information Circular.

Composition of the Audit Committee

The following are the members of the Audit Committee as at the date hereof:

Audit Committee Members

Dr. John Priatel (Chair)	Independent ⁽¹⁾	Financially Literate ⁽²⁾
Dr. Salim Zulifkar Dhanji	Not Independent ⁽¹⁾	Financially Literate ⁽²⁾
Karim Nanji	Independent ⁽¹⁾	Financially Literate ⁽²⁾

Notes:

- (1) A member of an audit committee is independent if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment. Under NI 52-110, an individual who is, or has been within the last three years, an employee or executive officer of the issuer, is considered to have a material relationship with the issuer.
- (2) An individual is financially literate if he has the ability to read and understand a set of financial statements that present a breadth of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

The Audit Committee is responsible for review of both interim and annual financial statements for the Company. For the purposes of performing their duties, the members of the Audit Committee have the right, at all times, to inspect all the books and financial records of the Company and any subsidiaries and to discuss with management and the external auditors of the Company any accounts, records and matters relating to the financial statements of the Company. The Audit Committee members meet periodically with management and annually with the external auditors.

Relevant Education and Experience

The following sets out the education and experience of each Audit Committee member that is relevant to the performance of their responsibilities as an Audit Committee member and that provides each member with: (i) an understanding of the accounting principles used by the Company to prepare its financial statements; (ii) the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and provisions, (iii) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements, or experience actively supervising one or more individuals engaged in such activities; and (iv) an understanding of internal controls and procedures for financial reporting:

Dr. John Priatel – Chair

Dr. Priatel has been a director of the Company since March 9, 2023 and a director of ME Therapeutics since September 16, 2014. Dr. Priatel is the Chair of the Audit Committee. Dr. Priatel is an Honorary Assistant Professor in UBC's Department of Pathology and Laboratory Medicine, with expertise in lymphocyte biology, inflammation and cancer. Accompanying Dr. Priatel's experience in biotechnology, he is also an owner/operator of Bay Street Properties, a property management company which manages several residential real estate assets. Dr. Priatel earned a Bachelors in Science majoring in Microbiology in 1989 and a PhD in Genetics in 1997, both from UBC. Dr. Priatel completed the Public Companies: Financing, Governance and Compliance course through Simon Fraser University in May of 2023.

Mr. Priatel's experience has provided him with an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge his duties as a member of the audit committee.

Dr. Salim Zulifkar Dhanji

Dr. Dhanji has been the CEO and a director of the Company since March 9, 2023, the CEO and a director of ME Therapeutics since September 16, 2014 and is the founder of ME Therapeutics. In addition, Dr. Dhanji is a member of the Audit Committee. Dr. Dhanji is a former director of preclinical research at Qu Biologics with industry and academic expertise in cancer, autoimmunity and inflammation. In addition to his experience in biotechnology, Dr. Dhanji is the President of Perceptive Property Development and has served in this role since 2013. As President of Perceptive Property Development, Dr. Dhanji is engaged in making day-to-day business decisions regarding potential development properties, budgeting and financial management for the Company and its future. Dr. Dhanji obtained a Bachelor of Sciences degree in 2001 and a PhD in Microbiology and Immunology in 2006, both from UBC. Dr. Dhanji completed the Public Companies: Financing, Governance and Compliance course through Simon Fraser University in May 2023.

Dr. Dhanji's experience has provided him with an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge her duties as a member of the audit committee.

Karim Nanji

Mr. Nanji has been a director of the Company since June 7, 2023. Mr. Nanji is an experienced public director and has experience with start-up companies. Mr. Nanji has a background in retail financial services for underbanked, underserved and credit-challenged consumers in Canada, the United States and international markets. Mr. Nanji has over 25 years of experience across start-up, growth, enterprise and Fortune 500 organizations. Mr. Nanji is currently the CEO and a director of Marble Financial Inc., a fin-tech company listed on the Exchange. Prior to his current position, Mr. Nanji was VP, Product & Partnerships with Progressa, a consumer finance company from October 2016 until March 2019. Prior thereto, he was VP Product & Technology with Crelogix Acceptance Corporation from February 2015 until October 2016. Mr. Nanji has a Bachelor of Arts in Economics from UBC and a Master of Business Administration in the Management of Technology from Simon Fraser University.

Mr. Nanji's experience has provided him with an understanding of financial reporting requirements respecting financial statements sufficient enough to enable him to discharge his duties as a member of the Audit Committee.

Each member of the Audit Committee has:

- an understanding of the accounting principles used by the Company to prepare its financial statements, and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- experience with analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company's financial statements, or experience actively supervising individuals engaged in such activities; and
- an understanding of internal controls and procedures for financial reporting.

Audit Committee Oversight

Since the commencement of the Company's most recently completed financial year, the Board has not failed to adopt a recommendation of the Audit Committee to nominate or compensate an external auditor.

Reliance on Certain Exemptions

Since the commencement of the Company’s most recently completed financial year, the Company has not relied on the exemptions in sections 2.4, 6.1.1(4), 6.1.1(5), 6.1.1(6) or Part 8 of NI 52-110. Section 2.4 (*De Minimis Non-Audit Services*) provides an exemption from the requirement that the Audit Committee must pre-approve all non-audit services to be provided by the auditor, where the total amount of fees related to the non-audit services are not expected to exceed 5% of the total fees payable to the auditor in the financial year in which the non-audit services were provided. Sections 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), 6.1.1(5) (*Events Outside Control of Member*) and 6.1.1(6) (*Death, Incapacity or Resignation*) provide exemptions from the requirement that a majority of the members of the Company’s Audit Committee must not be executive officers, employees or control persons of the Company or of an affiliate of the Company. Part 8 (*Exemptions*) permits a company to apply to a securities regulatory authority or regulator for an exemption from the requirements of NI 52-110 in whole or in part.

Pre-Approval Policies and Procedures

Formal policies and procedures for the engagement of non-audit services have yet to be formulated and adopted. Subject to the requirements of NI 52-110, the engagement of non-audit services is considered by, as applicable, the Board and the Audit Committee, on a case-by-case basis.

External Auditor Service Fees

The aggregate fees billed by the Company’s external auditor in the last two fiscal years, by category, are as follows:

Entity	Year Ended August 31	Audit Fees ⁽¹⁾	Audit Related Fees ⁽²⁾	Tax Fees ⁽³⁾	All Other Fees ⁽⁴⁾
Company	2025	\$30,000	Nil	Nil	Nil
	2024	\$30,000	Nil	Nil	Nil
ME Therapeutics	2025	N/A	N/A	N/A	Nil
	2024	N/A	N/A	N/A	N/A

Notes:

- (1) **“Audit Fees”** include fees necessary to perform the annual audit and quarterly reviews of our financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) **“Audit-Related Fees”** for assurance and related services that are reasonably related to the performance of the audit or review of the Company’s financial statements and are not reported as audit fees. The services provided in this category include due diligence assistance, accounting consultations on proposed transactions, and consultation on International Financial Reporting Standards conversion.
- (3) **“Tax Fees”** include fees for all tax services other than those included in “Audit Fees” and “Audit-Related Fees”. This category includes fees for tax compliance, tax planning and tax advice.
- (4) **“All Other Fees”** includes all fees other than those reported as Audit Fees, Audit-Related Fees or Tax Fees.

Exemption

The Company is relying on the exemption provided by section 6.1 of NI 52-110 which provides that the Company, as a venture issuer, is not required to comply with Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No current or former director, executive officer, proposed nominee for election to the Board, or associate of such persons is, or at any time since the beginning of the Company's most recently completed financial year has been, indebted to the Company or any of its subsidiaries.

No indebtedness of current or former director, executive officer, proposed nominee for election to the Board, or associate of such person is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no: (a) director, proposed director or executive officer of the Company; (b) person or company who beneficially owns, directly or indirectly, Shares or who exercises control or direction of Shares, or a combination of both, carrying more than ten percent of the voting rights attached to the Shares outstanding (each, an "Insider"); (c) director or executive officer of an Insider; or (d) associate or affiliate of any of the directors, executive officers or Insiders, has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company, except with an interest arising from the ownership of Shares where such person or company will receive no extra or special benefit or advantage not shared on a pro rata basis by all holders of the same class of Shares.

MANAGEMENT CONTRACTS

There were no management functions of the Company, which were, to any substantial degree, performed by a person other than the directors or executive officers of the Company, except as otherwise described in this Information Circular.

CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices*, the Company is required to disclose its corporate governance practices as follows:

Board of Directors

The Board facilitates its exercise of independent supervision over the Company's management through frequent meetings of the Board. The Board consists of four (4) members, namely: Dr. Kenneth Harder, Dr. John Priatel, Dr. Salim Zulifkar Dhanji and Karim Nanji.

Dr. Kenneth Harder, Dr. John Priatel and Karim Nanji are "independent" in that each are independent and free from any interest and any business or other relationship which could, or could reasonably be perceived to, materially interfere with the director's ability to act with the best interests of the Company, other than the interests and relationships arising from being shareholders of the Company. Dr. Salim Zulifkar Dhanji is not independent as he is the CEO of the Company.

Directorships

Certain directors of the Company are currently also directors of other reporting issuers, as described in the table below:

Name of Director of the Company	Names of Other Reporting Issuers	Trading Market
Karim Nanji	Inverite Insights Inc. (formerly, Marble Financial Inc.)	Canadian Securities Exchange

Orientation and Continuing Education

It is the intention that the Board will consider and determine an orientation process for new members of the Board and continuing education and development for incumbent members of the Board, including specific education for members, if necessary. In addition, the Board will oversee the arrangement for its members to annually participate in a continuing education event addressing current developments and best practices in corporate governance, if deemed to be appropriate and beneficial.

Each of Dr. Dhanji and Dr. Priatel completed the Public Companies: Financing, Governance and Compliance course through Simon Fraser University in May of 2023. The Company may explore additional education for its directors in the future.

Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

The Board may choose to adopt a written Code of Conduct in the future, which will apply to all employees, officers, directors and advisors of the Company and its affiliates. The purpose of such Code of Business Conduct and Ethics will be to create a culture in the Company and its affiliates that values high ethical standards, honesty and compliance with laws, rules and regulations. Such Code of Conduct will contain prohibitions on discrimination and harassment as well as provisions that require the directors, officers and other employees of the Company and its affiliates to avoid situations where their personal interests conflict, or appear to conflict, with the interests of the Company and/or its affiliates.

Nomination of Directors

The Company does not have a formal process or committee for proposing new nominees for election to the Board. The nominees proposed are generally the result of recruitment efforts by the members of the Board, including both formal and informal discussions among the members of the Board.

The Board as a whole will be responsible for annually identifying and recommending to the Board an annual slate of nominees for membership on the Board. In recommending the annual slate of nominees, the Board will identify and screen individuals to determine potential candidates, taking into account the number of directors required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

Compensation

The Board has not created or appointed a compensation committee given the Company's current size and stage of development. All tasks related to developing and monitoring the Company's approach to the compensation of the Company's NEOs and directors are performed by the members of the Board. The compensation of the NEOs, directors and the Company's employees or consultants, if any, is reviewed, recommended and approved by the Board without reference to any specific formula or criteria.

Other Board Committees

The Board has no other committees other than the Audit Committee.

Assessments

The Board regularly monitors the adequacy of information given to directors, communications between the Board and management and the strategic direction and processes of the Board and its committees.

The Board will monitor the adequacy of information given to directors, communication between the Board and management and the strategic direction and process of the Board and the Audit Committee. During the year-end audit, both the Board and the Audit Committee will review the information contained within the financial statements, express any opinions which they may have and make self-assessments regarding whether the information is accurate and representative of clear communications between the Board and management of the Company.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Except as disclosed elsewhere in this Information Circular, no director or executive officer of the Company who was a director or executive officer since the beginning of the Company's last financial year, no proposed nominee for election as a director of the Company, nor any associate or affiliates of any such directors, officers or nominees, has any material interest, direct or indirect, by way of beneficial ownership of Shares or other securities in the Company or otherwise, in any matter to be acted upon at the Meeting.

PARTICULARS TO BE ACTED UPON

Approval of New Equity Incentive Plan

The Board adopted its Previous Incentive Stock Option Plan on March 31, 2023 and the shareholders approved the Previous Incentive Stock Option Plan on October 12, 2022. The Company seeks to replace the Previous Incentive Stock Option Plan with the New Equity Incentive Plan featuring a rolling reserve of up to 15% of outstanding shares and the ability to grant stock options and RSUs. The Previous Incentive Stock Option Plan also has a rolling reserve of up to 15% of the outstanding shares, but is limited to the grant of stock options. The CSE requires all listed companies with an evergreen plan (also known as a rolling plan), such as the New Equity Incentive Plan, to obtain shareholder approval within three years after institution and within every three years thereafter. Accordingly, at the Meeting, Shareholders will be asked to vote on an ordinary resolution (the "**Plan Resolution**") to approve, for the ensuing year, the New Equity Incentive Plan as described below. A copy of the New Equity Incentive Plan is attached to this Circular as Schedule "B".

Particulars of the New Equity Incentive Plan

Overview of the New Equity Plan

The New Equity Incentive Plan provides that the Board may from time to time, in its discretion, grant to the Eligible Person (as such term is defined below) selected by the Administrators (as such term is defined below) to participate the New Equity Incentive Plan (each, a "**Participant**"), who may include participants who are citizens or residents of the United States (each, a "**US Participant**"), with the opportunity, through RSUs and Options, to acquire an ownership interest in the Company.

The RSUs will rise and fall in value based on the value of the Common Shares. Unlike the Options, the RSUs will not require the payment of any monetary consideration to the Company. Instead, each RSU represents a right to receive one Common Share or a lump sum payment in cash following the attainment of vesting criteria determined by the Administrators at the time of the award (subject to the Exchange). See "*Restricted Share Units – Vesting Provisions*" below. The Options, on the other hand, are rights to acquire Common Shares upon payment of monetary consideration (i.e., the exercise price), subject also to vesting criteria determined at the time of the grant. See "*Options – Vesting Provisions*" below.

Purpose of the New Equity Incentive Plan

The stated purpose of the New Equity Incentive Plan is to advance the interests of the Company and its subsidiaries, and its Shareholders by: (a) ensuring that the interests of Eligible Persons (as such term is defined below) are aligned with the success of the Company and its subsidiaries; (b) encouraging stock ownership by such persons; and (c) providing compensation opportunities to attract, retain and motivate such persons.

The following people (each, an “**Eligible Person**”) are eligible to participate in the New Equity Incentive Plan: any Director, Officer, Employee and Consultant (as these terms are defined in the New Equity Incentive Plan).

Administration of the New Equity Incentive Plan

The New Equity Incentive Plan will be administered by the Board or such other persons as may be designated by the Board (the “**Administrators**”). The Administrators will determine the eligibility of persons to participate in the New Equity Incentive Plan, when RSUs and Options will be awarded or granted, the number of RSUs and Options to be awarded or granted, the vesting criteria for each award of RSUs and grant of Options and all other terms and conditions of each award and grant, in each case in accordance with applicable securities laws and the requirements of the Exchange.

Number of Common Shares Available for Issuance under the New Equity Incentive Plan

The number of Common Shares available for issuance upon the vesting of RSUs awarded and Options granted under the New Equity Incentive Plan is limited to 15% of the issued and outstanding Common Shares at the time of any grant.

Restrictions on the Award of RSUs and Grant of Options

Certain restrictions on awards of RSUs and grants of Options will apply as follows:

1. the total number of Common Shares issuable pursuant to all Options and RSU granted or issued under the New Equity Incentive Plan and any other share compensation arrangements of the Company (“**Security Based Compensation**”) cannot exceed 15% of the Common Shares then outstanding;
2. unless the Company obtains disinterested shareholder approval, the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued und the New Equity Incentive Plan and any other share compensation arrangements of the Company to any one Participant in any 12 month period cannot exceed 5% of the Common Shares then outstanding;
3. the maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the New Equity Incentive Plan and any other share compensation arrangements of the Company in any 12 month period to any one Consultant shall not exceed 2% of the issued and outstanding Common Shares then outstanding; and
4. the maximum aggregate number of Common Shares issuable pursuant to all Options granted to Investor Relations Service Providers (as such term is defined in the New Equity Incentive Plan) under the New Equity Incentive Plan and any other share compensation arrangements of the Company in any 12 month period in aggregate shall not exceed 2% of the issued and outstanding Common Shares;

Restricted Share Units

The Administrators may award RSUs to Eligible Persons (other than Investor Relations Service Providers) under the New Equity Incentive Plan reserving for issuance such number of Common Shares equal to up to a maximum of

15% of the issued and outstanding Common Shares at the date of the award (such maximum amount to include any Option granted under the New Equity Incentive Plan that may be exercised for Common Shares).

1. Mechanics for RSUs

RSUs awarded to Participants under the New Equity Incentive Plan are credited to an account that is established on their behalf and maintained in accordance with the New Equity Incentive Plan. After the vesting criteria of any RSUs awarded under the New Equity Incentive Plan is satisfied, a Participant shall be entitled to receive and the Company shall issue or pay (at its discretion): (i) a lump sum payment in cash equal to the number of vested RSUs recorded in the Participant's account multiplied by the Market Price (as such term is defined in the New Equity Incentive Plan) of the Common Shares traded on the Exchange on the payout date; (ii) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's RSUs in the Participant's account will be, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Company as the holder of the appropriate number of Common Shares; or (iii) any combination of thereof.

2. Vesting Provisions

The New Equity Incentive Plan provides that: (i) at the time of the award of RSUs, the Administrators will determine the vesting criteria applicable to the awarded RSUs, provided that, subject to certain exceptions in the New Equity Incentive Plan, no RSU may vest before the date that is one year following the date of grant or issue; (ii) vesting of RSUs may include criteria such as performance vesting; (iii) each RSU shall be subject to vesting in accordance with the terms set out in an agreement evidencing the award of the RSU attached as Exhibit A to the New Equity Incentive Plan (or in such form as the Administrators may approve from time to time) (each an "**RSU Agreement**"); and (iv) all vesting and issuances or payments in respect of an RSU shall be completed no later than December 15 of the third calendar year commencing after the award date for such RSU.

It is the current intention that RSUs may be awarded with both time-based vesting provisions as a component of the Company's annual incentive compensation program, and performance-based vesting provisions as a component of the Company's long-term incentive compensation program.

Under the New Equity Incentive Plan, should the date of vesting of an RSU fall within a blackout period or within nine business days following the expiration of a blackout period, the date of vesting will be automatically extended to the tenth business day after the end of the blackout period, provided that with respect to Restricted Share Units of U.S. Participants, the Payout Date will not be delayed beyond March 15th of the year following the year in which the RSUs are no longer subject to a substantial risk of forfeiture for purposes of section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), unless settlement/payout by such date would violate applicable law, or unless payment at a later date would be permitted under Treasury Regulation 1.409A-1(b)(4)(ii).

3. Termination, Retirement and Other Cessation of Employment in connection with RSUs

A person participating in the New Equity Incentive Plan will cease to be eligible to participate in the following circumstances: (i) receipt of any notice of termination of employment or service (whether voluntary or involuntary and whether with or without cause); (ii) retirement; and (iii) any cessation of employment or service for any reason whatsoever, including disability and death (an "**Event of Termination**"). In such circumstances, any vested RSUs will be issued as soon as practicable after the Event of Termination (and with respect to each RSU of a US Participant, such RSU will be settled and shares issued as soon as practicable following the date of vesting of such RSU as set forth in the applicable RSU Agreement, but in all cases within 60 days following such date of vesting); and unless otherwise determined by the Administrators in their discretion, any unvested RSUs will be automatically forfeited and cancelled (and with respect to any unvested RSU of a US Participant, if the Administrators determine,

in their discretion, to waive vesting conditions applicable to an RSU that is unvested at the time of an Event of Termination, such RSU shall not be forfeited or cancelled, but instead will be deemed to be vested and Common Shares will be delivered and/or any applicable lump sum cash amount shall be paid, within sixty (60) days following such date of vesting of such RSU, except to the extent otherwise specified in an applicable Restricted Share Unit Deferral Agreement, if any. Notwithstanding the above, if a person retires in accordance with the Company's retirement policy at such time, any unvested RSUs that remain subject to performance-based vesting conditions shall not be forfeited or cancelled and instead shall be eligible to become vested in accordance with the vesting conditions set forth in the applicable RSU Agreement after such retirement, notwithstanding that the Participant is no longer employed by the Company or an affiliate on such date, but only if the performance vesting criteria, if any, have been met on the applicable date, and such date will be the vesting date. For greater certainty, if a person is terminated for just cause, all unvested RSUs will be forfeited and cancelled.

Options

The Administrators may at any time and from time to time grant Options to Eligible Persons reserving for issuance such number of Common Shares equal to up to a maximum of 15% of the issued and outstanding Common Shares as at the date of the grant (such maximum amount to include any RSUs awarded under the New Equity Incentive Plan).

1. Mechanics for Options

Each Option granted pursuant to the New Equity Incentive Plan will entitle the holder thereof to the issuance of one Common Share upon achievement of the vesting criteria and payment of the applicable exercise price. Options granted under the New Equity Incentive Plan will be exercisable for Common Shares issued from treasury once the vesting criteria established by the Administrators at the time of the grant have been satisfied, which criteria shall, among others include for U.S. Participants, whether the Option is an incentive stock option ("ISO") or a non-qualified stock option ("NSO"). However, the Company will continue to retain the flexibility through the amendment provisions in the New Equity Incentive Plan to satisfy its obligation to issue Common Shares by making a lump sum cash payment of equivalent value (i.e., pursuant to a cashless exercise), provided there is a full deduction of the number of underlying Common Shares from the New Equity Incentive Plan's reserve. Each Option Agreement with respect to an Option granted to a U.S. Participant shall specify whether the related Option is an ISO or a NSO. If no such specification is made in the Option Agreement or in the resolutions of the Administrator under which the Option was granted, the related Option will be a NSO.

In addition to the other terms and conditions of the New Equity Incentive Plan, the following limitations and requirements will apply to an ISO:

- (a) An ISO may be granted only to an employee of the Company, or an employee of a subsidiary of the Company within the meaning of Section 424(f) of the Code.
- (b) The aggregate Fair Market Value (as defined in the New Equity Incentive Plan) of the Common Shares (determined as of the applicable grant date) with respect to which ISOs are exercisable for the first time by any U.S. Participant during any calendar year will not exceed one hundred thousand United States dollars (US\$100,000) or any other limitation subsequently set forth in Section 422(d) of the Code. To the extent that an Option that is designated as an ISO becomes exercisable for the first time during any calendar year for Common Shares having a Fair Market Value greater than US\$100,000, the portion that exceeds such amount will be treated as a NSO.
- (c) The exercise price per Common Share payable upon exercise of an ISO will be not less than one hundred percent (100%) of the Fair Market Value of a Common Share on the applicable grant date; provided, however, that the exercise price per Share payable upon exercise of an ISO

granted to a U.S. Participant who is a 10% shareholder (within the meaning of Code Sections 422 and 424) on the applicable grant date will be not less than one hundred ten percent (110%) of the Fair Market Value of a Common Share on the applicable grant date.

- (d) No ISO may be granted more than ten (10) years after the earlier of (i) the date on which the New Equity Incentive Plan is adopted by the Board or (ii) the date on which the New Equity Compensation Plan is approved by the shareholders of the Company.
- (e) An ISO will terminate and no longer be exercisable no later than ten (10) years after the applicable grant date; provided, however, that an ISO granted to a U.S. Participant who is a 10% shareholder (within the meaning of Code Sections 422 and 424) on the applicable grant date will terminate and no longer be exercisable no later than five (5) years after the applicable grant date.
- (f) An ISO shall be exercisable in accordance with its terms under the New Equity Incentive Plan and the applicable Option Agreement and related exhibits and appendices thereto. However, in order to retain its treatment as an ISO for United States federal income tax purposes, the ISO must be exercised within the following time periods:
 - (i) For ISO treatment, if a U.S. Participant who has been granted an ISO ceases to be an employee due to the Disability of such U.S. Participant (within the meaning of Code Section 22(e)), such ISO must be exercised by the date that is one year following the date of such Disability.
 - (ii) For ISO treatment, if a U.S. Participant who has been granted an ISO ceases to be an employee for any reason other than the death or Disability of such U.S. Participant, such ISO must be exercised by such U.S. Participant within three months following the date of termination.
 - (iii) For purposes of this Section 5.10(c)(vi), the employment of a U.S. Participant who has been granted and ISO will not be considered interrupted or terminated upon
 - a) sick leave, military leave or any other leave of absence approved by the Board that does not exceed ninety (90) days in the aggregate; provided, however, that if reemployment upon the expiration of any such leave is guaranteed by contract or applicable law, such ninety (90) day limitation will not apply, or
 - b) a transfer from one office of the Company to another office of the Company or a transfer between the Company and any subsidiary.
 - (iv) An ISO granted to a U.S. Participant may be exercised during such U.S. Participant's lifetime only by such U.S. Participant.
 - (v) An ISO granted to a U.S. Participant may not be transferred, assigned, pledged, hypothecated or otherwise disposed of by such U.S. Participant, except by will or by the laws of descent and distribution.
 - (vi) In the event the New Equity Incentive Plan is not approved by the shareholders of the Company in accordance with the requirements of Section 422 of the Code within twelve (12) months of the date of adoption of the New Equity Incentive Plan, Options otherwise designated as ISOs will be NSOs.

- (vii) The Company shall have no liability to a U.S. Participant or any other party if any Option (or any part thereof) intended to be an ISO is not an ISO.

2. Vesting Provisions

The New Equity Incentive Plan provides that the Administrators may determine when any Option will become exercisable and may determine that Options shall be exercisable in instalments or pursuant to a vesting schedule. The Option Agreement will disclose any vesting conditions prescribed by the Administrators.

3. Cashless Exercise

A Participant may elect a cashless exercise in its exercise notice. In such case, the Participant will not be required to deliver to the Administrators a cheque or other form of payment for the aggregate exercise price. Instead the Participant will instruct a broker selected by the participant to sell through the stock exchange or market on which the Common Shares are listed or quoted, sufficient number of Common Shares to the Participant at the then bid price of the Common Shares. Before the relevant trade date, the Participant deliver the exercise notice to the Company which will then direct its registrar and transfer agent to issue a certificate for such Participant's Common shares in the broker against payment by the broker to the Company of (i) the exercise price for such Common Shares and (ii) the amount the Company determines in its discretion is required to satisfy the Company's withholding tax a source deduction remittance obligations in respect of the exercise of the Options and issuance of the Common Shares.

4. Net Exercise

Subject to prior approval by the Administrators, a Participant may elect to surrender for cancellation to the Company any vested Options being exercised and the Company will issue to the Participant, as consideration for the surrender of such Options, that number of Common Shares (rounded down to the nearest whole Common Share) on a net issuance basis in accordance with the following formula below:

$$X = \frac{Y(A - B)}{(A)}$$

Where:

X = The number of Common Shares to be issued to the Participant in consideration for the net exercise of the Options.

Y = the number of vested Options with respect to the vested portion of the Option to be surrendered for cancellation

A = the VWAP of the Common Shares; and

B = the Exercise Price for such Options.

5. Termination, Retirement and Other Cessation of Employment in connection with Options

A person participating in the New Equity Incentive Plan will cease to be eligible to participate where there is an Event of Termination. In such circumstances, unless otherwise determined by the Administrators in their discretion, any unvested Options will be automatically cancelled, terminated and not available for exercise and any vested Options may be exercised only before the earlier of: (i) the expiry of the Option; and (ii) thirty (30) days after the date of the Event of Termination. If a person is terminated for just cause, all Options will be (whether or not then exercisable) automatically cancelled. If an Event of Termination

involving the death of a Participant occurs, and such Participant is entitled to any Options in accordance with the New Equity Incentive Plan, the heirs or administrators of such Participant must claim such Security Based Compensation within one year of the Participant's death.

6. Other Terms

The Administrators will determine the exercise price and term/expiration date of each Option, provided that the exercise price in respect of that Option shall not be less than the Discounted Market Price on the date of grant and provided further that, with respect to Options awarded to U.S. Participants, the exercise price shall not be less than the closing price of Common Shares on the Exchange on the grant date, or if Common Shares are not listed on a stock exchange, the fair market value as determined by the Administrator in accordance with the valuation principles under Section 409A of the Code (in either case, the "**Fair Market Value**"). Notwithstanding the foregoing, the Administrator may designate an exercise price less than the Fair Market Value on the grant date if the Option is (i) granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Company or an affiliate, or (ii) otherwise structured to be exempt from, or to comply with, Section 409A of the Code in the case of Options awarded to U.S. Participants. "Discounted Market Price" is defined in the New Equity Incentive Plan as the Market Price of the Common Shares, less a discount of up to 25% if the Market Price is \$0.50 or less; up to 20% if the Market Price is between \$2.00 and \$0.51; and up to 15% if the Market Price is greater than \$2.00; and "Market Price" is defined in the Share Compensation Plan as "as of any date, the closing price of the Common Shares on the Exchange for the last market trading day prior to the date of grant of the Option or if the Common Shares are not listed on a stock exchange or quotation system, the Market Price shall be determined in good faith by the Administrators in accordance with valuation principles under U.S. Treasury Regulation Section 1.409A-1(b)(5)(iv)(B);".

No Option shall be exercisable after ten years from the date the Option is granted. Under the Share Compensation Plan, should the term of an Option expire on a date that falls within a blackout period or within nine business days following the expiration of a blackout period, such expiration date will be automatically, unless as otherwise provided in the New Equity Incentive Plan, extended to the tenth business day after the end of the blackout period.

Change of Control

If there is a Change of Control (as such term is defined in the New Equity Incentive Plan) then, notwithstanding any other provision of the New Equity Incentive Plan except subsection 4.3(d) which will continue to apply in all circumstances, all unvested RSUs and any or all Options (whether or not currently exercisable) shall automatically vest or become exercisable, as applicable, such that Participants under the New Equity Incentive Plan shall be able to participate in the Change of Control transaction, including, at the election of the holder thereof, by surrendering such RSUs and Options to the Company or a third party or exchanging such RSUs or Options, for consideration in the form of cash and/or securities, to be determined by the Administrators in their sole discretion, subject to prior Exchange acceptance.

Transferability

RSUs awarded and Options granted under the New Equity Incentive Plan or any rights of a Participant cannot be transferred, assigned, charged, pledged or hypothecated, or otherwise alienated, whether by operation of law or otherwise.

Reorganization and Change of Control Adjustments

In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Company's equity securities without the receipt of consideration by the Company, of or on the Common Shares, the Administrators shall proportionately adjust the number of securities purchasable and

the exercise price thereof under each outstanding Option, and the number of securities allocated under each outstanding RSU. In the event of any other declaration by the Company of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of Common Shares, reclassification or conversion of the Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Company, distribution (other than normal course cash dividends) of Company assets to holders of Common Shares, or any other corporate transaction or event involving the Company or the Common Shares, the Administrators may make such changes or adjustments, if any, as they consider fair or equitable, to reflect such change or event including adjusting the number of Options and RSUs outstanding under the New Equity Incentive Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the exercise price of Options outstanding under the New Equity Incentive Plan, provided that the value of any Option or RSU immediately after such an adjustment shall not exceed the value of such Option or RSU prior thereto.

Amendment Provisions in the New Equity Incentive Plan

The Board may amend the New Equity Incentive Plan or any RSU or Option at any time without the consent of any Participant provided that such amendment shall:

1. not adversely alter or impair any RSU previously awarded or any Option previously granted, except as permitted by the adjustment provisions of the New Equity Incentive Plan, and with respect to RSUs and Options of US Participants, such amendment will not result in the imposition of taxes under Section 409A;
2. be subject to any regulatory approvals including, where required, the approval of the Exchange; and
3. be subject to shareholder approval, where required, by the requirements of the Exchange, provided that shareholder approval shall not be required for the following amendments:
 - (a) amendments of a “housekeeping nature”, including any amendment to the Share Compensation Plan or a RSU or Option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority or stock exchange and any amendment to the New Equity Incentive Plan or an RSU or Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
 - (b) amendments that are necessary or desirable for RSUs or Options to qualify for favourable treatment under any applicable tax law;
 - (c) a change to the vesting provisions of any RSU or any Option (including any alteration, extension or acceleration thereof);
 - (d) a change to the termination provisions of any Option or RSU (e.g., relating to termination of employment, resignation, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of a blackout period);
 - (e) the introduction of features to the New Equity Incentive Plan that would permit the Company to retain a broker and make payments for the benefit of Participants to such broker who would purchase Common Shares for such persons, instead of issuing Common Shares from treasury upon the vesting of the RSUs;
 - (f) amendments to the New Equity Incentive Plan that would permit the Company to make lump sum cash payments to Participants, instead of issuing Common Shares from treasury upon the vesting of the RSUs;

- (g) the amendment of the cashless exercise feature set out in the New Equity Incentive Plan; and
- 4. be subject to disinterested shareholder approval in the event of any reduction in the exercise price, or the extension of the term, of any Option granted under the Share Compensation Plan to an Insider Participant.

For greater certainty, shareholder approval will be required in circumstances where an amendment to the New Equity Incentive Plan would:

1. change from a fixed maximum percentage of issued and outstanding Common Shares to a fixed maximum number of Common Shares;
2. increase the limits referred to above under “*Restrictions on the Award of RSUs and Grant of Options*”;
3. reduce the exercise price of any Option (including any cancellation of an Option for the purpose of reissuance of a new Option at a lower exercise price to the same person);
4. extend the term of any Option beyond the original term (except if such period is being extend by virtue of a blackout period); or
5. amend the amendment provisions in Section 6.4 of the New Equity Incentive Plan.

Notwithstanding any other provision of the New Equity Incentive Plan, unless otherwise exempted from the provisions of the California securities laws, all Options and RSUs granted or proposed to be granted under the New Equity Incentive Plan to, or held by, residents of the State of California are subject to the certain additional provisions as described in the New Equity Incentive Plan.

Plan Resolution

The Plan Resolution is an ordinary resolution, which must be passed by more than 50% of the votes cast by those shareholders entitled to vote, whether in person or by proxy. In the absence of contrary instructions, the persons named in the accompanying form of proxy intend to vote the Common Shares represented thereby FOR the Plan Resolution.

The Plan Resolution, which must be approved by the holders of a majority of the Common Shares voting at the Meeting, is as follows:

“RESOLVED AS AN ORDINARY RESOLUTION THAT:

1. the New Equity Incentive Plan, as described in the Circular, with the grant of RSUs and Options thereunder in accordance therewith, is hereby ratified, confirmed and approved and shall continue and remain in effect until further ratification is required pursuant to the rules of the CSE or other applicable regulatory requirements;
2. the maximum number of Common Shares reserved for issuance under the Plan shall be no more than 15% of the Company’s issued and outstanding share capital at the time of any award or grant;
3. the Company is hereby authorized and directed to issue such Common Shares pursuant to the Plan as fully paid and non-assessable Common Shares;
4. any one director or officer of the Company be and is hereby authorized to make any changes to the Plan, as may be required or permitted by the CSE;

5. as required by CSE policy, the Company will seek re-approval of the Plan by April 9, 2029 being the date no later than three years after such Shareholder approval; and
6. any one director or officer of the Company is authorized and directed, on behalf of the Company, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things that may be necessary or desirable to give effect to this ordinary resolution.”

The Plan Resolution must be approved by a simple majority approval of the votes cast at the Meeting by the holders of Common Shares. If the Plan is not approved by the shareholders, the Company will have to consider other methods of compensating and providing incentives to directors, officers, employees and consultants.

Management of the Company recommends that Shareholders vote in favour of the Plan Resolution at the Meeting. It is the intention of the Designated Persons named in the enclosed form of proxy, if not expressly directed otherwise in such form of proxy, to vote such proxy FOR the Plan Resolution.

ADDITIONAL INFORMATION

Shareholders may contact the Company at its office by mail at 2665 East Mall, Room 249, Vancouver, BC V6T 1Z4, to request copies of the Company’s financial statements and related Management’s Discussion and Analysis (the “**MD&A**”). Financial information is provided in the Company’s audited financial statements and MD&A for the most recently completed financial year and in the financial statements and MD&A for subsequent financial periods, which are available on SEDAR+ at sedarplus.ca.

OTHER MATTERS

Other than the above, management of the Company know of no other matters to come before the Meeting other than those referred to in the Notice. If any other matters that are not currently known to management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the Designated Persons named therein to vote on such matters in accordance with their best judgment.

APPROVAL OF THE BOARD OF DIRECTORS

The contents of this Information Circular have been approved, and the delivery of it to each shareholder of the Company entitled thereto and to the appropriate regulatory agencies has been authorized, by the Board.

Dated at Vancouver, British Columbia this 23rd day of February, 2026.

ON BEHALF OF THE BOARD OF DIRECTORS OF

ME THERAPEUTICS HOLDINGS INC.

“Salim Zulifkar Dhanji”

Dr. Salim Zulifkar Dhanji
Chief Executive Officer and Director

SCHEDULE "A"

AUDIT COMMITTEE CHARTER

ME THERAPEUTICS HOLDINGS INC. (the "Company")

AUDIT COMMITTEE CHARTER

This Charter establishes the composition, the authority, roles and responsibilities and the general objectives of the Company's audit committee (the "**Audit Committee**"), or its Board of Directors (the "**Board**") in lieu thereof. The roles and responsibilities described in this Charter must at all times be exercised in compliance with the legislation and regulations governing the Company and any subsidiaries.

1. Composition

- (a) Number of Members. The Audit Committee must be comprised of a minimum of three directors of the Company, a majority of whom will be independent. Independence of the board members will be as defined by applicable legislation.
- (b) Chair. If there is more than one member of the Audit Committee, members will appoint a chair of the Audit Committee (the "**Chair**") to serve for a term of one (1) year on an annual basis. The Chair may serve as the chair of the Audit Committee for any number of consecutive terms.
- (c) Financially Literacy. All members of the audit committee will be financially literate as defined by applicable legislation. If upon appointment a member of the Audit Committee is not financially literate as required, the person will be provided with a period of three months to acquire the required level of financial literacy.

2. Meetings

- (a) Quorum. The quorum required to constitute a meeting of the Audit Committee is set at a majority of members.
- (b) Agenda. The Chair will set the agenda for each meeting, after consulting with management and the external auditor. Agenda materials such as draft financial statements must be circulated to all Audit Committee members for members to have a reasonable amount of time to review the materials prior to the meeting.
- (c) Notice to Auditors. The Company's auditors (the "**Auditors**") will be provided with notice as necessary of any Audit Committee meeting, will be invited to attend each such meeting and will receive an opportunity to be heard at those meetings on matters related to the Auditor's duties.
- (d) Minutes. Minutes of the Audit Committee meetings will be accurately recorded, with such minutes recording the decisions reached by the committee.

3. Roles and Responsibilities

The roles and responsibilities of the Audit Committee include the following:

External Auditor

The Audit Committee will:

- (a) Selection of the external auditor. Select, evaluate and recommend to the Board, for shareholder approval, the Auditor to examine the Company's accounts, controls and financial statements.
- (b) Scope of Work. Evaluate, prior to the annual audit by the Auditors, the scope and general extent of the Auditor's review, including the Auditor's engagement letter.
- (c) Compensation. Recommend to the Board the compensation to be paid to the external auditors.
- (d) Replacement of Auditor. If necessary, recommend the replacement of the Auditor to the Board of Directors.
- (e) Approve Non-Audit Related Services. Pre-approve all non-audit services to be provided by the Auditor to the Company or its subsidiaries.
- (f) Direct Responsibility for Overseeing Work of Auditors. Must directly oversee the work of the Auditor. The Auditor must report directly to the Audit Committee.
- (g) Resolution of Disputes. Assist with resolving any disputes between the Company's management and the Auditors regarding financial reporting.

CONSOLIDATED FINANCIAL STATEMENTS AND FINANCIAL INFORMATION

The Audit Committee will:

- (h) Review Audited Financial Statements. Review the audited consolidated financial statements of the Company, discuss those statements with management and with the Auditor, and recommend their approval to the Board.
- (i) Review of Interim Financial Statements. Review and discuss with management the quarterly consolidated financial statements, and if appropriate, recommend their approval by the Board.
- (j) MD&A, Annual and Interim Earnings Press Releases, Audit Committee Reports. Review the Company's management discussion and analysis, interim and annual press releases, and audit committee reports before the Company publicly discloses this information.
- (k) Auditor Reports and Recommendations. Review and consider any significant reports and recommendations issued by the Auditor, together with management's response, and the extent to which recommendations made by the Auditor have been implemented.

Risk Management, Internal Controls And Information Systems

The Audit Committee will:

- (l) Internal Control. Review with the Auditors and with management, the general policies and procedures used by the Company with respect to internal accounting and financial controls. Remain informed, through communications with the Auditor, of any weaknesses in internal control that could cause errors or deficiencies in financial reporting or deviations from the accounting policies of the Company or from applicable laws or regulations.
- (m) Financial Management. Periodically review the team in place to carry out financial reporting functions, circumstances surrounding the departure of any officers in charge of financial reporting, and the appointment of individuals in these functions.

- (n) Accounting Policies and Practices. Review management plans regarding any changes in accounting practices or policies and the financial impact thereof.
- (o) Litigation. Review with the Auditors and legal counsel any litigation, claim or contingency, including tax assessments, that could have a material effect upon the financial position of the Company and the manner in which these matters are being disclosed in the consolidated financial statements.
- (p) Other. Discuss with management and the Auditors correspondence with regulators, employee complaints, or published reports that raise material issues regarding the Company's financial statements or disclosure.

Complaints

- (q) Accounting, Auditing and Internal Control Complaints. The Audit Committee must establish a procedure for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal controls or auditing matters.
- (r) Employee Complaints. The Audit Committee must establish a procedure for the confidential transmittal on condition of anonymity by the Company's employees of concerns regarding questionable accounting or auditing matters.

4. Authority

- (a) Auditor. The Auditor, and any internal auditors hired by the company, will report directly to the Audit Committee.
- (b) To Retain Independent Advisors. The Audit Committee may, at the Company's expense and without the approval of management, retain the services of independent legal counsels and any other advisors it deems necessary to carry out its duties and set and pay the monetary compensation of these individuals.

5. Reporting

The Audit Committee will report to the Board on:

- (a) the Auditor's independence;
- (b) the performance of the Auditor and any recommendations of the Audit Committee in relation thereto;
- (c) the reappointment and termination of the Auditor;
- (d) the adequacy of the Company's internal controls and disclosure controls;
- (e) the Audit Committee's review of the annual and interim consolidated financial statements;
- (f) the Audit Committee's review of the annual and interim management discussion and analysis;
- (g) the Company's compliance with legal and regulatory matters to the extent they affect the financial statements of the Company; and
- (h) all other material matters dealt with by the Audit Committee.

SCHEDULE "B"

EQUITY INCENTIVE PLAN

See attached.

ME THERAPEUTICS HOLDING INC.

SHARE COMPENSATION PLAN

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** For purposes of the Plan, unless the context requires otherwise, the following words and terms shall have the following meanings:

- (a) “**1933 Act**” means the United States Securities Act of 1933, as amended;
- (b) “**Account**” has the meaning attributed to that term in section 4.8;
- (c) “**Administrators**” means the Board or such other persons as may be designated by the Board from time to time;
- (d) “**affiliate**” has the meaning attributed to that term in the *Securities Act* (British Columbia);
- (e) “**Associate**” has the meaning attributed to that term in the *Securities Act* (British Columbia);
- (f) “**Award Date**” means the date or dates on which an award of Restricted Share Units is made to a Participant in accordance with section 0;
- (g) “**Blackout Period**” means the period during which designated Directors, Officers and Employees of the Corporation cannot trade the Common Shares as a result of the bona fide existence of material non-public information pursuant to the Corporation’s policy respecting restrictions on Directors’, Officers’ and Employees’ trading which is in effect at that time (which, for greater certainty, (i) does not include the period during which a cease trade order is in effect to which the Corporation or in respect of an insider, that insider is subject, and (ii) shall expire following the general disclosure of undisclosed material information);
- (h) “**Board**” means the **board** of directors of the Corporation from time to time;
- (i) “**Business Day**” means each day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia, Canada;
- (j) “**Change of Control**” means:
 - (i) the acceptance of an Offer by a sufficient number of holders of voting shares in the capital of the Corporation to constitute the offeror, together with persons acting jointly or in concert with the offeror, a shareholder of the Corporation being entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Corporation (provided that prior to the Offer, the offeror was not entitled to exercise more than 50% of the voting rights attaching to the outstanding voting shares in the capital of the Corporation),

- (ii) the completion of a consolidation, merger or amalgamation of the Corporation with or into any other corporation whereby the voting shareholders of the Corporation immediately prior to the consolidation, merger or amalgamation receive less than 50% of the voting rights attaching to the outstanding voting shares of the consolidated, merged or amalgamated corporation or any parent entity, or
 - (iii) the completion of a sale whereby all or substantially all of the Corporation's undertakings and assets become the property of any other entity and the voting shareholders of the Corporation immediately prior to that sale hold less than 50% of the voting rights attaching to the outstanding voting securities of that other entity immediately following that sale;
- (k) **"Code"** means the U.S. Internal Revenue Code of 1986, as amended;
- (l) **"Common Shares"** means the common shares of the Corporation;
- (m) **"Consultant"** means an individual (other than a Director, Officer or Employee of the Corporation or any of its majority-owned Subsidiaries) that:
 - (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or to any of its majority-owned Subsidiaries, other than services provided in relation to an offer or sale of securities of the Corporation in a capital-raising transaction, or services that promote or maintain a market for the Corporation's securities;
 - (ii) provides the services under a written contract between the Corporation or any of its majority-owned Subsidiaries and the individual; and
 - (iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or of any of its majority-owned Subsidiaries.
- (n) **"Corporation"** means ME Therapeutics Holdings Inc. a corporation existing under the *Business Corporations Act* (British Columbia) and the successors thereof;
- (o) **"CSE"** means the Canadian Securities Exchange;
- (p) **"Director"** means a director (as defined under Securities Laws) of the Corporation or of any of its majority-owned Subsidiaries;
- (q) **"Disability"** means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent the Optionee from permanently:
 - (i) being employed or engaged by the Company, an Affiliate or another employee, in a position the same as or similar to that in which he was last employed or engaged by the Company or an Affiliate, or

(ii) acting as a director or officer of the Company or an Affiliate,

And “**Date of Disability**” means the effective date of the Disability as determined by the Board in its sole and unfettered discretion;

- (r) “**Discounted Market Price**” means the Market Price of the Common Shares, less a discount of up to 25% if the Market Price is \$0.50 or less; up to 20% if the Market Price is between \$0.51 and \$2.00; and up to 15% if the Market Price is greater than \$2.00, or such other discount as may be permitted by the policies of the CSE;
- (s) “**Effective Date**” means April 9, 2026;
- (t) “**Eligible Person**” means any Director, Officer, Employee or Consultant;
- (u) “**Employee**” means an individual who:
- (i) is considered an employee of the Corporation or a majority-owned Subsidiary of the Corporation for purposes of source deductions under applicable tax or social welfare legislation; or
 - (ii) works full-time or part-time on a regular weekly basis for the Corporation or a majority-owned Subsidiary of the Corporation providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or a majority-owned Subsidiary of the Corporation over the details and methods of work as an employee of the Corporation or such majority-owned Subsidiary, and, for greater certainty, includes any Executive Chairman of the Corporation;
- (v) “**Event of Termination**” means an event whereby a Participant ceases to be an Eligible Person and shall be deemed to have occurred by the giving of any notice of termination of employment or service (whether voluntary or involuntary and whether with or without cause), retirement, or any cessation of employment or service for any reason whatsoever, including disability or death;
- (w) “**Exchange**” means any stock exchange or quotation system in North America where the Common Shares are listed on or through which the Common Shares are listed or quoted;
- (x) “**Exchange Hold Period**” means the hold period referred to in section 6.1(4)(a) of Policy 6 - Distributions & Corporate Finance of the CSE;
- (y) “**Exercise Price**” means the price at which a Common Share may be purchased pursuant to the exercise of an Option;
- (z) “**Fair Market Value**” has the meaning attributed to that term in section 5.1;
- (aa) “**Grant Date**” means the date on which a grant of Options is made to a Participant in accordance with section 5.1;
- (bb) “**Incentive Stock Option**” or “**ISO**” means a stock option that is designated, in the applicable Option Agreement or the resolutions of the Administrator under

which the Option is granted, as an “incentive stock option” with the meaning of Section 422 of the Code and otherwise meets the requirements to be an “incentive stock option” set forth in Section 422 of the Code.

- (cc) “**insider**” has the meaning attributed to that term in the *Securities Act* (British Columbia);
- (dd) “**Insider Participant**” means a Participant who is (i) an insider of the Corporation or any of its Subsidiaries, and (ii) an associate of any person who is an insider by virtue of (i);
- (ee) “**Investor Relations Activities**” means any activities, by or on behalf of the Corporation or shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
 - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:
 - (A) to promote the sale of products or services of the Corporation, or
 - (B) to raise public awareness of the Corporation, that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
 - (ii) activities or communications necessary to comply with the requirements of:
 - (A) applicable Securities Laws;
 - (B) the by-laws, rules or other regulatory instruments of the Exchange or any other self-regulatory body or exchange having jurisdiction over the Corporation;
 - (iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:
 - (A) the communication is only through the newspaper, magazine or publication, and
 - (B) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or
 - (iv) activities or communications that may be otherwise specified by the Exchange.
- (ff) “**Investor Relations Service Provider**” includes any Director, Officer or Employee whose role and duties primarily consist of Investor Relations Activities;

- (gg) **“Market Price”** means, as of any date, the closing price of the Common Shares on the Exchange for the last market trading day prior to the date of grant of the Option or if the Common Shares are not listed on a stock exchange, the Market Price shall be determined in good faith by the Administrators in accordance with valuation principles under U.S. Treasury Regulation Section 1.409A-1(b)(5)(iv)(B);
- (hh) **“Market Value”** means, on any date, the volume weighted average price of the Common Shares traded on the Exchange for the five (5) consecutive trading days prior to such date;
- (ii) **“Non-qualified Stock Option”** or **“NSO”** means an Option that is not an Incentive Stock Option.
- (jj) **“Offer”** means a bona fide arm’s length offer made to all holders of voting shares in the capital of the Corporation to purchase, directly or indirectly, voting shares in the capital of the Corporation;
- (kk) **“Officer”** means an officer (as defined under Securities Laws) of the Corporation or any of its majority-owned Subsidiaries;
- (ll) **“Option”** means an option granted to an Eligible Person under the Plan to purchase Common Shares, and for greater certainty it includes Non-qualified Stock Options and Incentive Stock Options;
- (mm) **“Option Agreement”** has the meaning ascribed to that term in section 3.2;
- (nn) **“Option Exercise Notice”** has the meaning given to that term in section 5.5;
- (oo) **“Participant”** means an Eligible Person selected by the Administrators to participate in the Plan in accordance with section 3.1 hereof;
- (pp) **“Payout Date”** means the day on which the Corporation pays to a Participant the Market Value of the Restricted Share Units that have become vested and payable;
- (qq) **“Plan”** means this share compensation plan, as amended, replaced or restated from time to time;
- (rr) **“Previous Incentive Stock Option Plan”** means the Corporation’s Incentive Stock Option Plan approved by the Board on October 12, 2022, and by the Corporation’s shareholders at the meeting held on March 31, 2023 and March 14, 2024;
- (ss) **“reserved for issuance”** refers to Common Shares that may be issued in the future upon the vesting of Restricted Share Units which have been awarded and upon the exercise of Options which have been granted;
- (tt) **“Restricted Share Unit”** means a right granted to a Participant in accordance with section 0 hereof as compensation for employment or consulting services or services as a Director or Officer to receive, for no additional cash consideration,

one Common Share, a lump sum payment in cash or a combination thereof, that becomes vested in accordance with section 4.3;

- (uu) **“Restricted Share Unit Agreement”** has the meaning ascribed to that term in section 3.2;
- (vv) **“Restricted Share Unit Deferral Agreement”** has the meaning ascribed to that term in section 4.5;
- (ww) **“Securities Laws”** means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that are applicable to the Corporation;
- (xx) **“Security Based Compensation”** means any Options and Restricted Share Units granted or issued under this Plan but, as the context requires, also includes any deferred share unit, performance share unit, restricted share unit, securities for services, stock appreciation right, stock option, stock purchase plan, any security purchase from treasury by a Participant which is financially assisted by the Corporation by any means whatsoever, and any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Corporation from treasury to an Eligible Person under any other Share Compensation Arrangement, and for greater certainty, does not include:
 - A. arrangements which do not involve the issuance from treasury or potential from treasury of securities of the Corporation; and
 - B. arrangements under which Security Based Compensation is settled solely in cash and/or securities purchased on the secondary market.
- (yy) **“Share Compensation Arrangement”** means a stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to Directors, Officers and Employees of the Corporation and any of its Subsidiaries or to Consultants;
- (zz) **“Subsidiary”** has the meaning ascribed thereto in the *Securities Act* (British Columbia) and **“Subsidiaries”** shall have a corresponding meaning;
- (aaa) **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (bbb) **“U.S. Participant”** means a Participant who is a citizen of the United States or a resident of the United States, as defined in section 7701(a)(30)(A) and section 7701(b)(1) of the Code and any other Participant who is subject to tax under the Code with respect to compensatory awards granted pursuant to the Plan;
- (ccc) **“U.S. Person”** means a “U.S. person”, as such term is defined in Regulation S under the 1933 Act;

- (ddd) **“Withholding Obligations”** has the meaning ascribed to that term in section 4.6; and
- (eee) **“VWAP”** means the volume weighted average trading price of the Common Shares on the Exchange calculated by dividing the total value by the total volume of such securities trade for the five trading days immediately preceding the exercise of the subject Stock Option.
- 1.2 **Headings:** The headings of all articles, sections, and paragraphs in the Plan are inserted for convenience of reference only and shall not affect the construction or interpretation of the Plan.
- 1.3 **Context, Construction:** Whenever the singular or masculine are used in the Plan, the same shall be construed as being the plural or feminine or neuter or vice versa where the context so requires.
- 1.4 **References to this Plan:** The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to the Plan as a whole and not to any particular article, section, paragraph or other part hereof.
- 1.5 **Currency:** All references in this Plan or in any agreement entered into under this Plan to “dollars”, “\$” or lawful currency shall be references to Canadian dollars, unless the context otherwise requires.

2. PURPOSE AND ADMINISTRATION OF THE PLAN

- 2.1 **Purpose:** The Corporation is replacing its Previous Incentive Stock Option Plan with this new omnibus equity incentive plan featuring a rolling reserve of up to 15% of outstanding shares. The purpose of the Plan is to advance the interests of the Corporation and its Subsidiaries, and its shareholders by: (i) ensuring that the interests of Eligible Persons are aligned with the success of the Corporation and its Subsidiaries; (ii) encouraging stock ownership by Eligible Persons; and (iii) providing compensation opportunities to attract, retain and motivate Eligible Persons.
- 2.2 **Common Shares Subject to the Plan:**
- (a) *General:* This Plan is a “rolling up to 15%” omnibus plan whereby the total number of Common Shares that are issuable pursuant to all Security Based Compensation granted or awarded hereunder, in aggregate, is equal to up to a maximum of 15% of the issued and outstanding Common Shares as of the date of grant or award (together with any Common Shares issuable pursuant to any other Share Compensation Arrangement). For greater certainty, any Restricted Share Units that must be settled in cash in accordance with the Restricted Share Unit Agreement approved by the Administrators at the time of grant shall not count towards the maximum of 15% of issued and outstanding Common Shares reserved under this Plan as required by the policies of the Exchange;
- (b) *Limits for Individuals:* Unless the Corporation obtains disinterested shareholder approval, the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan to any one Participant (together with those Common Shares issuable pursuant to any other

Share Compensation Arrangement) in any 12 month period shall not exceed 5% of the issued and outstanding Common Shares, calculated as at the date that such Security Based Compensation is granted to the Participant;

- (c) *Limits for Consultants:* The maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan in any 12 month period to any one Consultant (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 2% of the issued and outstanding Common Shares, calculated as at the date that such Security Based Compensation is granted or issued to the Consultant; and
- (d) *Limits for Investor Relations Service Providers:* The maximum aggregate number of Common Shares issuable pursuant to all Options granted to Investor Relations Service Providers under the Plan in any 12 month period in aggregate shall not exceed 2% of the issued and outstanding Common Shares, calculated as at the date any Option is granted to such Investor Relations Services Provider. For greater certainty, any Consultant that performs Investor Relations Activities or otherwise directly or indirectly promotes or maintains a market for the Corporation's securities is not entitled to receive any Security Based Compensation under the Plan and Investor Relations Service Providers who are Eligible Persons may not receive any Security Based Compensation other than Options.

2.3 Other Terms of the Plan

- (a) Unless the Corporation obtains disinterested shareholder approval, the maximum aggregate number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan to Insider Participants as a group (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 15% of the issued and outstanding Common Shares at any point in time.
- (b) Unless the Corporation obtains disinterested shareholder approval, the maximum number of Common Shares issuable pursuant to all Security Based Compensation granted or issued under the Plan in any 12 month period to Insider Participants as a group (together with those Common Shares issuable pursuant to any other Share Compensation Arrangement) shall not exceed 15% of the issued and outstanding Common Shares, calculated as at the date that such Security Based Compensation is granted or issued to any Insider Participant.

Any Security Based Compensation must expire within 12 months following the date the Participant ceases to be an Eligible Person under the Plan.

2.4 **Administration of the Plan:** The Plan shall be administered by the Administrators, through the recommendation of the Compensation Committee, if any, of the Board. Subject to any limitations of the Plan, the Administrators shall have the power and authority to:

- (a) adopt rules and regulations for implementing the Plan;

- (b) determine the eligibility of persons to participate in the Plan in accordance with section 3 herein;
- (c) determine when Restricted Share Units and Options to Eligible Persons shall be awarded or granted, the number of Restricted Share Units and Options to be awarded or granted, the vesting criteria for each award of Restricted Share Units and the vesting period for each grant of Options;
- (d) interpret and construe the provisions of the Plan and any agreement or instrument under the Plan;
- (e) subject to regulatory requirements, make exceptions to the Plan in circumstances which they determine to be exceptional;
- (f) require that any Participant provide certain representations, warranties and certifications to the Corporation to satisfy the requirements of applicable laws, including without limitation, if applicable, exemptions from the registration requirements of the 1933 Act and applicable state securities laws; and
- (g) make all other determinations and take all other actions as they determine to be necessary or desirable to implement, administer and give effect to the Plan.

3. ELIGIBILITY AND PARTICIPATION IN PLAN

3.1 **The Plan and Participation:** The Plan is hereby established for Eligible Persons. Restricted Share Units may be awarded and Options may be granted to any Eligible Person as determined by the Administrators in accordance with the provisions hereof. The Corporation and each Participant acknowledge that they are responsible for ensuring and confirming that such Participant is a bona fide Eligible Person entitled to receive Options or Restricted Share Units, as the case may be.

3.2 **Agreements:** All Restricted Share Units awarded hereunder shall be evidenced by a restricted share unit agreement ("**Restricted Share Unit Agreement**") between the Corporation and the Participant, substantially in the form set out in 0 or in such other form as the Administrators may approve from time to time. All Options granted hereunder shall be evidenced by an option agreement ("**Option Agreement**") between the Corporation and the Participant, substantially in the form as set out in 0 or in such other form as the Administrators may approve from time to time.

4. AWARD OF RESTRICTED SHARE UNITS

Award of Restricted Share Units: The Administrators may, at any time and from time to time, award Restricted Share Units to Eligible Persons (other than Eligible Persons providing Investor Relations Activities). Restricted Share Units will not be granted to persons providing Investor Relations Activities. In awarding any Restricted Share Units, the Administrators shall determine:

- (a) to whom Restricted Share Units pursuant to the Plan will be awarded;
- (b) the number of Restricted Share Units to be awarded and credited to each Participant's Account;

- (c) the Award Date; and
- (d) subject to section 4.3 hereof, the applicable vesting criteria.

Upon the award of Restricted Share Units, the number of Restricted Share Units awarded to a Participant shall be credited to the Participant's Account effective as of the Award Date.

4.2 **Restricted Share Unit Agreement:** Upon the award of each Restricted Share Unit to a Participant, a Restricted Share Unit Agreement shall be delivered by the Administrators to the Participant.

4.3 **Vesting:**

- (a) Subject to subsections (c) and (d) below, at the time of the award of Restricted Share Units, the Administrators shall, subject to Exchange rules, determine in their sole discretion the vesting criteria applicable to such Restricted Share Units, provided that, subject to sections 4.7 and 6.2, no Restricted Share Units may vest before the date that is one year following the date of grant or issue.
- (b) For greater certainty, the vesting of Restricted Share Units may be determined by the Administrators to include criteria such as performance vesting, in which the number of Common Shares and/or lump sum payment in cash to be delivered to a Participant for each Restricted Share Unit that vests may fluctuate based upon the Corporation's performance and/or the market price of the Common Shares, in such manner as determined by the Administrators in their sole discretion.
- (c) Each Restricted Share Unit shall be subject to vesting in accordance with the terms set out in the Restricted Share Unit Agreement.
- (d) Notwithstanding anything to the contrary in this Plan, all vesting and issuances or payments, as applicable, in respect of a Restricted Share Unit shall be completed no later than December 15 of the third calendar year commencing after the Award Date for such Restricted Share Unit.

4.4 **Blackout Periods:** Should the date of vesting of a Restricted Share Unit fall within a Blackout Period formally imposed by the Corporation or within nine Business Days following the expiration of a Blackout Period, such date of vesting shall be automatically extended without any further act or formality to that date which is the tenth Business Day after the end of the Blackout Period, such tenth Business Day to be considered the date of vesting for such Restricted Share Unit for all purposes under the Plan, provided that with respect to Restricted Share Units of U.S. Participants, the Payout Date will not be delayed beyond March 15th of the year following the year in which the Restricted Share Units are no longer subject to a substantial risk of forfeiture for purposes of section 409A of the Code, unless settlement/payout by such date would violate applicable law, or unless payment at a later date would be permitted under Treasury Regulation 1.409A-1(b)(4)(ii). Notwithstanding section 6.4 hereof, the ten Business Day period referred to in this section 4.4 may not be extended by the Board. Notwithstanding the foregoing, with respect to Restricted Share Units of U.S. Participants, no such extension shall operate to extend the time of settlement/payment with respect to such Restricted Share Units except to the extent permitted under Section 409A of the Code.

4.5 **Vesting and Settlement:** With respect to Restricted Share Units of a U.S. Participant, the date of vesting means the date on which the Restricted Share Units are no longer subject to a substantial risk of forfeiture, because the continued-service vesting conditions, performance-based vesting conditions, if any, and any other vesting conditions have been satisfied, deemed satisfied or waived. As soon as practicable after the relevant date of vesting of any Restricted Share Units awarded under the Plan and with respect to a U.S. Participant, no later than 60 days thereafter, but subject to subsection 4.3(d), a Participant shall be entitled to receive and the Corporation shall issue or pay (at its discretion):

- (a) a lump sum payment in cash equal to the number of vested Restricted Share Units recorded in the Participant's Account multiplied by the Market Value of a Common Share on the Payout Date;
- (b) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's Restricted Share Units (on the basis of one Common Share for each vested Restricted Share Unit) in the Participant's Account, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares; or
- (c) any combination of the foregoing.

Notwithstanding the foregoing, the Administrators may permit a U.S. Participant to defer the payment of Common Shares and/or lump sum payment in cash beyond the date of vesting of Restricted Share Units, provided that such deferral is made pursuant to a written deferral election form (the "**Restricted Share Unit Deferral Agreement**") between the Corporation and the U.S. Participant that complies with the requirements of Section 409A of the Code (including the required timing of such election), substantially in the form as set out in 0 or in such other form as the Administrators may approve from time to time.

4.6 **Taxes and Source Deductions:** the Corporation or an affiliate of the Corporation may take such reasonable steps for the deduction and withholding of any taxes and other required source deductions which the Corporation or the affiliate, as the case may be, is

required by any law or regulation of any governmental authority whatsoever to remit in connection with this Plan, any Restricted Share Units or any issuance of Common Shares and/or lump sum payment of cash hereunder (“**Withholding Obligations**”). Without limiting the generality of the foregoing, the Corporation may, at its discretion: (i) deduct and withhold those amounts it is required to remit pursuant to the Withholding Obligations from any cash remuneration or other amount payable to the Participant, whether or not related to the Plan, the vesting of any Restricted Share Units or the issue of any Common Shares and/or lump sum payment of cash; (ii) allow the Participant to make a cash payment to the Corporation equal to the amount required to be remitted, pursuant to the Withholding Obligations, which amount shall be remitted by the Corporation to the appropriate governmental authority for the account of the Participant; or (iii) settle a portion of vested Restricted Share Units of a Participant in cash equal to the amount the Corporation is required to remit, pursuant to the Withholding Obligations, which amount shall be remitted by the Corporation to the appropriate governmental authority for the account of the Participant. Where the Corporation considers that the steps undertaken in connection with the foregoing result in inadequate withholding or a late remittance of taxes, the delivery of any Common Shares to be issued to a Participant on vesting of any Restricted Share Units may be made conditional upon the Participant (or other person) reimbursing or compensating the Corporation or making arrangements satisfactory to the Corporation for the payment to it in a timely manner of all taxes required to be remitted, pursuant to the Withholding Obligations, for the account of the Participant.

4.7 **Rights Upon an Event of Termination:**

- (a) If an Event of Termination has occurred in respect of any Participant, any and all Common Shares corresponding to any vested Restricted Share Units in the Participant’s Account shall be issued and/or any applicable lump sum cash amounts shall be paid as soon as practicable after the Event of Termination to the former Participant in accordance with section 4.5 hereof. With respect to each vested Restricted Share Unit of a U.S. Participant, such Restricted Share Unit in any case will be settled and Common Shares issued and/or cash paid as soon as practicable following the date of vesting of such Restricted Share Unit, but in all cases within 60 days following such date of vesting, except to the extent otherwise specified in an applicable Restricted Share Unit Deferral Agreement.
- (b) If an Event of Termination has occurred in respect of any Participant, any unvested Restricted Share Units in the Participant’s Account shall, unless otherwise determined by the Administrators in their discretion, forthwith and automatically be forfeited by the Participant and cancelled. With respect to any unvested Restricted Share Unit of a U.S. Participant, if the Administrators determine, in their discretion, to waive all vesting conditions applicable to a Restricted Share Unit that is unvested at the time of an Event of Termination, such Restricted Share Unit shall not be forfeited or cancelled, but instead will be deemed to be vested (and the date of such waiver of vesting conditions will be the date of vesting) and Common Shares will be delivered, and/or any applicable lump sum cash amounts shall be paid, within sixty (60) days following such date of vesting of such Restricted Share Unit, except to the extent otherwise specified in an applicable Restricted Share Unit Deferral Agreement, if any.
- (c) Notwithstanding the foregoing subsection 4.7(b) and subject to the requirements of the Exchange, if a Participant retires in accordance with the Corporation’s

retirement policy, at such time, any unvested Restricted Share Units that remain subject to performance-based vesting conditions in the Participant's Account shall not be forfeited by the Participant or cancelled and instead shall be eligible to become vested on the earlier of: (i) twelve (12) months from the date of such termination; or (ii) the last day of the performance period set forth in the applicable Restricted Share Unit Agreement after such retirement, notwithstanding that the Participant is no longer employed by the Corporation or an affiliate on such date, but only if the performance vesting criteria are met on the applicable date, and such date will be the date of vesting for purposes of the timing of settlement of Restricted Share Units in accordance with Section 4.5 hereof.

- (d) For greater certainty, if a Participant's employment is terminated for just cause, each unvested Restricted Share Unit in the Participant's Account shall forthwith and automatically be forfeited by the Participant and cancelled.
- (e) For the purposes of this Plan and all matters relating to the Restricted Share Units, the date of the Event of Termination shall be determined without regard to any applicable severance or termination pay, damages, or any claim thereto (whether express, implied, contractual, statutory, or at common law).

4.8 **Restricted Share Unit Accounts:** A separate notional account for Restricted Share Units shall be maintained for each Participant (an "**Account**"). Each Account will be credited with Restricted Share Units awarded to the Participant from time to time pursuant to section 0 hereof by way of a bookkeeping entry in the books of the Corporation. On the vesting of the Restricted Share Units pursuant to section 4.3 hereof and the corresponding issuance of Common Shares and/or lump sum payment of cash to the Participant pursuant to section 4.5 hereof, or on the forfeiture and cancellation of the Restricted Share Units pursuant to section 4.7 hereof, the applicable Restricted Share Units credited to the Participant's Account will be cancelled.

4.9 **Record Keeping:** The Corporation shall maintain records in which shall be recorded:

- (a) the name and address of each Participant;
- (b) the number of Restricted Share Units credited to each Participant's Account;
- (c) any and all adjustments made to Restricted Share Units recorded in each Participant's Account; and
- (d) any other information which the Corporation considers appropriate to record in such records.

5. GRANT OF OPTIONS

5.1 **Grant of Options:** The Administrators may at any time and from time to time grant Options to Eligible Persons. In granting any Options, the Administrators shall determine:

- (a) to whom Options pursuant to the Plan will be granted;

- (b) the number of Options to be granted, the Grant Date and the Exercise Price of each Option;
- (c) subject to section 5.4, the expiration date of each Option;
- (d) subject to section 5.3 hereof, the applicable vesting criteria; and
- (e) for Options awarded to U.S. Participants, whether the Option is an Incentive Stock Option or a Non-qualified Stock Option,

provided, however that the Exercise Price for a Common Share pursuant to any Option shall not be less than the Discounted Market Price on the Grant Date in respect of that Option, and provided further that, with respect to Options awarded to U.S. Participants, the Exercise Price shall not be less than the closing price of Common Shares on the Exchange on the Grant Date, or if Common Shares are not listed on a stock exchange, the fair market value as determined by the Administrator in accordance with the valuation principles under Section 409A of the Code (in either case, the “**Fair Market Value**”). Notwithstanding the foregoing, the Administrator may designate an Exercise Price less than the Fair Market Value on the Grant Date if the Option is (i) granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Corporation or an affiliate, or (ii) otherwise structured to be exempt from, or to comply with, Section 409A of the Code in the case of Options awarded to U.S. Participants.

5.2 **Option Agreement:** Upon each grant of Options to a Participant, an Option Agreement shall be delivered by the Administrators to the Participant.

5.3 **Vesting:**

- (a) Subject to subsection 2.2(d) above with respect to grants to Eligible Persons providing Investor Relations Activities, at the time of the grant of any Options, the Administrators shall determine in accordance with minimum vesting requirements of the Exchange, the vesting criteria applicable to such Options.
- (b) The Administrators may determine when any Option will become exercisable and may determine that Options shall be exercisable in instalments or pursuant to a vesting schedule. The Option Agreement will disclose any vesting conditions prescribed by the Administrators.

5.4 **Term of Option/Blackout Periods:** The term of each Option shall be determined by the Administrators; provided that no Option shall be exercisable after ten years from the Grant Date. Should the term of an Option expire on a date that falls within a Blackout Period formally imposed by the Corporation or within nine Business Days following the expiration of a Blackout Period, such expiration date shall, except as provided in Section 5.12 and Section 6.15, be automatically extended without any further act or formality to that date which is the tenth Business Day after the end of the Blackout Period, such tenth Business Day to be considered the expiration date for such Option for all purposes under the Plan. Notwithstanding the foregoing, the term of an Option of a U.S. Participant shall not be extended beyond the earlier of the Option Expiry Date as set forth in the applicable Option Agreement (without regard to earlier termination of an option as a result of termination of employment or services) and the tenth anniversary of

the Grant Date. Notwithstanding section 6.4 hereof, the ten Business Day period referred to in this section 5.4 may not be extended by the Board.

- 5.5 **Exercise of Option:** Options that have vested in accordance with the provisions of this Plan and the applicable Option Agreement may be exercised at any time, or from time to time, during their term and, subject to the provisions of sections 5.7, 5.8 and 5.9 hereof, as to any number of whole Common Shares that are then available for purchase thereunder; provided that no partial exercise may be for less than 100 whole Common Shares. Options may be exercised by delivery of a written notice of exercise to the Administrators, substantially in the form attached to this Plan as 0 (the “**Option Exercise Notice**”), with respect to the Options, or by any other form or method of exercise acceptable to the Administrators.
- 5.6 **Regular Exercise; Payment and Issuance:** Upon actual receipt by the Corporation or its agent of the materials required by subsection 5.5 and receipt by the Corporation of cash, a cheque, bank draft or other form of payment acceptable to the Administrators for the payment of the aggregate Exercise Price, the number of Common Shares in respect of which the Options are exercised will be issued as fully paid and non-assessable shares and the Participant exercising the Options shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares. No person or entity shall enjoy any part of the rights or privileges of a holder of Common Shares which are subject to Options until that person or entity becomes the holder of record of those Common Shares. No Common Shares will be issued by the Corporation prior to the receipt of payment by the Corporation for the aggregate Exercise Price for the Options being exercised.
- 5.7 **Cashless Exercise:** Without limiting the foregoing section 5.6, unless otherwise determined by the Administrators or not compliant with any applicable laws or rules of any applicable securities exchange or market, a Participant may elect cashless exercise in its Option Exercise Notice. In such case, the Participant will not be required to deliver to the Administrators a cheque or other form of payment for the aggregate Exercise Price referred to above. Instead the following provisions will apply:
- (a) The Participant will instruct a broker selected by the Participant to sell through the stock exchange or market on which the Common Shares are listed or quoted, sufficient number of Common Shares issuable on the exercise of Options to cover the Exercise Price, as soon as possible upon the issue of such Common Shares to the Participant at the then applicable bid price of the Common Shares.
 - (b) Before the relevant trade date, the Participant will deliver the Option Exercise Notice including details of the trades to the Corporation electing the cashless exercise and the Corporation will direct its registrar and transfer agent to issue a certificate for such Participant’s Common Shares in the name of the broker (or as the broker may otherwise direct) for the number of Common Shares issued on the exercise of the Options, against payment by the broker to the Corporation of (i) the Exercise Price for such Common Shares; and (ii) the amount the Corporation determines, in its discretion, is required to satisfy the Corporation withholding tax and source deduction remittance obligations in respect of the exercise of the Options and issuance of Common Shares.
- 5.8 **Net Exercise: Subject** to prior approval by the Administrators, a Participant may elect to surrender for cancellation to the Corporation any vested Options being exercised and

the Corporation will issue to the Participant, as consideration for the surrender of such Options, that number of Common Shares (rounded down to the nearest whole Common Share) on a net issuance basis in accordance with the following formula below:

$$X = \frac{Y(A - B)}{A}$$

where:

X = The number of Common Shares to be issued to the Participant in consideration for the net exercise of the Options under this section 5.8;

Y = The number of vested Options with respect to the vested portion of the Option to be surrendered for cancellation;

A = The VWAP of the Common Shares; and

B = The Exercise Price for such Options.

5.9 Taxes and Source Deductions: The Corporation or an affiliate of the Corporation may take such reasonable steps for the deduction and withholding of any taxes and other required source deductions which the Corporation or the affiliate, as the case may be, is required by any law or regulation of any governmental authority whatsoever to remit pursuant to the Withholding Obligations in connection with this Plan, any Options or any issuance of Common Shares. Without limiting the generality of the foregoing, the Corporation may, at its discretion: (i) deduct and withhold those amounts it is required to remit, pursuant to the Withholding Obligations, from any cash remuneration or other amount payable to the Participant, whether or not related to the Plan, the exercise of any Options or the issue of any Common Shares; or (ii) allow the Participant to make a cash payment to the Corporation equal to the amount required to be remitted, pursuant to the Withholding Obligations, which amount shall be remitted by the Corporation to the appropriate governmental authority for the account of the Participant. Where the Corporation considers that the steps undertaken in connection with the foregoing result in inadequate withholding or a late remittance of taxes, the delivery of any Common Shares to be issued to a Participant on the exercise of Options may be made conditional upon the Participant (or other person) reimbursing or compensating the Corporation or making arrangements satisfactory to the Corporation for the payment in a timely manner of all taxes required to be remitted, pursuant to the Withholding Obligations, for the account of the Participant.

5.10 Rights Upon an Event of Termination:

- (a) If an Event of Termination has occurred in respect of a Participant, any unvested Options, to the extent not available for exercise as of the date of the Event of Termination, shall, unless otherwise determined by the Administrators in their discretion, forthwith and automatically be cancelled, terminated and not available for exercise without further consideration or payment to the Participant.
- (b) Except as otherwise stated herein or otherwise determined by the Administrators in their discretion, upon the occurrence of an Event of Termination in respect of a Participant, any vested Options granted to the Participant may be exercised that

until the earlier of (i) the expiry date, and (ii) the date that is 30 days following termination unless otherwise agreed to by the Administrators..

- (c) If the engagement of the Participant as a Director, Officer, Employee or Consultant is terminated for cause (as determined by common law), any Option granted hereunder to such optionee shall terminate and cease to be exercisable immediately upon the Participant ceasing to be a Director, Officer, Employee or Consultant by reason of termination for cause.
- (d) If the engagement of the Participant as a Director, Officer, Employee or Consultant of the Company is terminated for any reason other than cause (as determined by common law), disability or death, or if such Director, Officer, Employee, or Consultant resigns, as the case may be, the Participant may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the date of termination until the date that is the earlier of (i) the Expiry Date, and (ii) the date that is 30 days after the effective date of the Participant ceasing to be a Director, Officer, Employee or Consultant for such reason or because of such resignation.
- (e) If the Participant dies, the Participant's lawful personal representatives, heirs or executors may exercise any Option granted hereunder to the Participant to the extent such Option was exercisable and had vested on the date of death until the earlier of (i) the expiry date, and (ii) one year after the date of death of such Participant.
- (f) If the Participant ceases to be an Eligible Person due to his Disability, or, in the case of an Participant that is a company, the Disability of the person who provides management or consulting services to the Company or to an Affiliate, the Participant may exercise any Option granted hereunder to the extent that such Option was exercisable and had vested on the Date of Disability until the earlier of (i) the Expiry Date, and (ii) the date that is one year after the Date of Disability.
- (g) If the Participant ceases to be one type of Eligible Person but concurrently is or becomes one or more other type of Eligible Person, the Option will not terminate but will continue in full force and effect and the optionee may exercise the Option until the earlier of (i) the Expiry Date, and (ii) the applicable date set forth in 5.10(c) and 5.10(f) above where the Participant ceases to be any type of Eligible Person. If the Participant is an Employee, the Option will not be affected by any change of the Participant's employment where the Participant continues to be employed by the Company or an Affiliate.
- (h) Notwithstanding the foregoing subsections 5.10(a) and **Error! Reference source not found.**, if a Participant's employment or engagement is terminated by the Corporation for just cause, any vested Options granted to the Participant that are available for exercise may be exercised only before the earlier of:
 - (i) the expiry of the Option; and
 - (ii) 120 days after the date of the Event of Termination.

- (i) For the purposes of this Plan and all matters relating to the Options, the date of the Event of Termination shall be determined without regard to any applicable severance or termination pay, damages, or any claim thereto (whether express, implied, contractual, statutory, or at common law).
- (j) If an Event of Termination involving the death of a Participant occurs and such Participant is entitled to any Options in accordance with this section 5.10, the heirs or administrators of such Participant must claim such Security Based Compensation within one year of the Participant's death.

5.11 **Record Keeping:** The Corporation shall maintain an Option register in which shall be recorded:

- (a) the name and address of each holder of Options;
- (b) the number of Common Shares subject to Options granted to each holder of Options;
- (c) the term of the Option and Exercise Price, including adjustments for each Option granted; and
- (d) any other information which the Corporation considers appropriate to record in such register.

Incentive Stock Options:

- (a) Maximum Number of Shares for Incentive Stock Options. Notwithstanding any other provision of this Plan to the contrary, the aggregate number of Common Shares available for Incentive Stock Options is 750,000, subject to adjustment pursuant to Section 6.3 of this Plan and subject to the provisions of Sections 422 and 424 of the Code.
- (b) Designation of Options. Each Option Agreement with respect to an Option granted to a U.S. Participant shall specify whether the related Option is an Incentive Stock Option or a Nonqualified Stock Option. If no such specification is made in the Option Agreement or in the resolutions of the Administrator under which the Option was granted, the related Option will be a Nonqualified Stock Option.
- (c) Special Requirements for Incentive Stock Options. In addition to the other terms and conditions of this Plan (and notwithstanding any other term or condition of this Plan to the contrary), the following limitations and requirements will apply to an Incentive Stock Option:
 - (i) An Incentive Stock Option may be granted only to an employee of the Corporation, or an employee of a subsidiary of the Corporation within the meaning of Section 424(f) of the Code.
 - (ii) The aggregate Fair Market Value of the Common Shares (determined as of the applicable Grant Date) with respect to which Incentive Stock Options are exercisable for the first time by any U.S. Participant during any calendar year (pursuant to this Plan and all other plans of the Corporation and of any Parent or

Subsidiary, as defined in Sections 424(e) and (f) respectively) will not exceed one hundred thousand United States dollars (US\$100,000) or any other limitation subsequently set forth in Section 422(d) of the Code. To the extent that an Option that is designated as an Incentive Stock Option becomes exercisable for the first time during any calendar year for Common Shares having a Fair Market Value greater than US\$100,000, the portion that exceeds such amount will be treated as a Nonqualified Stock Option.

(iii) The exercise price per Common Share payable upon exercise of an Incentive Stock Option will be not less than one hundred percent (100%) of the Fair Market Value of a Common Share on the applicable Grant Date; *provided, however,* that the exercise price per Share payable upon exercise of an Incentive Stock Option granted to a U.S. Participant who is a 10% Shareholder (within the meaning of Code Sections 422 and 424) on the applicable Grant Date will be not less than one hundred ten percent (110%) of the Fair Market Value of a Common Share on the applicable Grant Date.

(iv) No Incentive Stock Option may be granted more than ten (10) years after the earlier of (i) the date on which this Plan is adopted by the Board or (ii) the date on which this Plan is approved by the shareholders of the Corporation.

(v) An Incentive Stock Option will terminate and no longer be exercisable no later than ten (10) years after the applicable Grant Date; *provided, however,* that an Incentive Stock Option granted to a U.S. Participant who is a 10% Shareholder (within the meaning of Code Sections 422 and 424) on the applicable Grant Date will terminate and no longer be exercisable no later than five (5) years after the applicable Grant Date.

(vi) An Incentive Stock Options shall be exercisable in accordance with its terms under the Plan and the applicable Option Agreement and related exhibits and appendices thereto. However, in order to retain its treatment as an Incentive Stock Option for United States federal income tax purposes, the Incentive Stock Option must be exercised within the following time periods (to the extent it otherwise is exercisable during such period pursuant to its terms):

(1) For Incentive Stock Option treatment, if a U.S. Participant who has been granted an Incentive Stock Option ceases to be an employee due to the Disability of such U.S. Participant (within the meaning of Code Section 22(e)), such Incentive Stock Option must be exercised (to the extent such Incentive Stock Option was exercisable on the date of Disability) by the date that is one year following the date of such Disability (but in no event beyond the term of such Incentive Stock Option).

(2) For Incentive Stock Option treatment, if a U.S. Participant who has been granted an Incentive Stock Option ceases to be an employee for any reason other than the death or Disability of such U.S. Participant, such Incentive Stock Option must be exercised (to the extent such Incentive Stock Option was exercisable on the date of termination) by such U.S. Participant within three months following the date of termination (but in no event beyond the term of such Incentive Stock Option).

- (3) For purposes of this Section 5.12(c)(vi), the employment of a U.S. Participant who has been granted and Incentive Stock Option will not be considered interrupted or terminated upon (a) sick leave, military leave or any other leave of absence approved by the Board that does not exceed ninety (90) days in the aggregate; provided, however, that if reemployment upon the expiration of any such leave is guaranteed by contract or applicable law, such ninety (90) day limitation will not apply, or (b) a transfer from one office of the Corporation (or of any Subsidiary) to another office of the Corporation (or of any Subsidiary) or a transfer between the Corporation and any Subsidiary.
- (vii) An Incentive Stock Option granted to a U.S. Participant may be exercised during such U.S. Participant's lifetime only by such U.S. Participant.
- (viii) An Incentive Stock Option granted to a U.S. Participant may not be transferred, assigned, pledged, hypothecated or otherwise disposed of by such U.S. Participant, except by will or by the laws of descent and distribution.
- (ix) In the event the Plan is not approved by the shareholders of the Corporation in accordance with the requirements of Section 422 of the Code within twelve (12) months of the date of adoption of the Plan, Options otherwise designated as Incentive Stock Options will be Nonqualified Stock Options.
- (x) The Corporation shall have no liability to a U.S. Participant or any other party if any Option (or any part thereof) intended to be an Incentive Stock Option is not an Incentive Stock Option.

6. GENERAL

6.1 **Effective Date of Plan:** The Plan shall be effective as of the Effective Date.

6.2 **Change of Control:** If there is a Change of Control transaction then, notwithstanding any other provision of this Plan except subsection 4.3(d) which will continue to apply in all circumstances, all unvested Restricted Share Units and any or all Options (whether or not currently exercisable) shall automatically vest or become exercisable, as applicable, such that Participants under the Plan shall be able to participate in the Change of Control transaction, including, at the election of the holder thereof, by surrendering such Restricted Share Units and Options to the Corporation or a third party or exchanging such Restricted Share Units or Options, for consideration in the form of cash and/or securities, to be determined by the Administrators in their sole discretion, subject to prior Exchange acceptance. Notwithstanding the foregoing, with respect to Options of U.S. Participants, any exchange, substitution or amendment of such Options will occur only to the extent and in a manner that will not result in the imposition of taxes under Section 409A of the Code, and with respect to Restricted Share Units of U.S. Participants, any surrender or other modification of Restricted Share Units will occur only to the extent such surrender or other modification will not result in the imposition of taxes under Section 409A of the Code.

6.3 Reorganization Adjustments:

- (a) In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination, reclassification or other distribution of the Corporation's equity securities without the receipt of consideration by the Corporation, of or on the Common Shares, the Administrators shall proportionately adjust the number of securities purchasable and the exercise price thereof under each outstanding Option, and the number of securities allocated under each outstanding Restricted Share Unit. In the event of any other declaration by the Corporation of any stock dividend payable in securities (other than a dividend which may be paid in cash or in securities at the option of the holder of Common Shares), or any subdivision or consolidation of Common Shares, reclassification or conversion of Common Shares, or any combination or exchange of securities, merger, consolidation, recapitalization, amalgamation, plan of arrangement, reorganization, spin off involving the Corporation, distribution (other than normal course cash dividends) of company assets to holders of Common Shares, or any other corporate transaction or event involving the Corporation or the Common Shares, the Administrators, in the Administrators' sole discretion, may, subject to any relevant resolutions of the Board and any necessary Exchange approvals, and without liability to any person, make such changes or adjustments, if any, as the Administrators consider fair or equitable, in such manner as the Administrators may determine, to reflect such change or event including, without limitation, adjusting the number of Options and Restricted Share Units outstanding under this Plan, the type and number of securities or other property to be received upon exercise or redemption thereof, and the Exercise Price of Options outstanding under this Plan, provided that the value of any Option or Restricted Share Unit immediately after such an adjustment, as determined by the Administrators, shall not exceed the value of such Option or Restricted Share Unit prior thereto, as determined by the Administrators.
- (b) Notwithstanding the foregoing, with respect to Options and Restricted Share Units of U.S. Participants, such changes or adjustments will be made in a manner so as to not result in the imposition of taxes under Section 409A of the Code and will comply with the requirements in subsection 4.3(d).
- (c) The Corporation shall give notice to each Participant in the manner determined, specified or approved by the Administrators of any change or adjustment made pursuant to this section and, upon such notice, such adjustment shall be conclusive and binding for all purposes.
- (d) The Administrators may from time to time adopt rules, regulations, policies, guidelines or conditions with respect to the exercise of the power or authority to make changes or adjustments pursuant to section 6.2 or section 6.3(a). The Administrators, in making any determination with respect to changes or adjustments pursuant to section 6.2 or section 6.3(a) shall be entitled to impose such conditions as the Administrators consider or determine necessary in the circumstances, including conditions with respect to satisfaction or payment of all applicable taxes (including, but not limited to, withholding taxes).

6.4 **Amendment or Termination of Plan:**

The Board may amend this Plan or any Restricted Share Unit or any Option at any time without the consent of Participants provided that such amendment shall:

- (a) not adversely alter or impair any Restricted Share Unit previously awarded or any Option previously granted except as permitted by the provisions of section 6.3 hereof, and, with respect to Restricted Share Units and Options of U.S. Participants, such amendment will not result in the imposition of taxes under Section 409A;
- (b) be subject to any regulatory approvals including, where required, the approval of the Exchange; and
- (c) be subject to shareholder approval, where required by the requirements of the Exchange, provided that shareholder approval shall not be required for the following amendments:
 - (i) amendments of a "housekeeping nature", including any amendment to the Plan or a Restricted Share Unit or Option that is necessary to comply with applicable laws, tax or accounting provisions or the requirements of any regulatory authority or stock exchange and any amendment to the Plan or a Restricted Share Unit or Option to correct or rectify any ambiguity, defective provision, error or omission therein, including any amendment to any definitions therein;
 - (ii) amendments that are necessary or desirable for Restricted Share Units or Options to qualify for favourable treatment under any applicable tax law;
 - (iii) a change to the vesting provisions of any Restricted Share Unit or any Option (including any alteration, extension or acceleration thereof);
 - (iv) a change to the termination provisions of any Option or Restricted Share Units (for example, relating to termination of employment, resignation, retirement or death) that does not entail an extension beyond the original expiration date (as such date may be extended by virtue of section 5.4);
 - (v) the introduction of features to the Plan that would permit the Corporation to, instead of issuing Common Shares from treasury upon the vesting of the Restricted Share Units, retain a broker and make payments for the benefit of Participants to such broker who would purchase Common Shares in the open market for such Participants;
 - (vi) the amendment of this Plan as it relates to making lump sum payments to Participants upon the vesting of the Restricted Share Units;
 - (vii) the amendment of the cashless exercise feature set out in this Plan; and
- (d) be subject to disinterested shareholder approval in the event of any reduction in the Exercise Price, or the extension of the term, of any Option granted under the Plan to an Insider Participant.

For greater certainty, and subject to approval by the Exchange (if applicable), shareholder approval shall be required in circumstances where an amendment to the Plan would:

- (e) change from a fixed maximum percentage of issued and outstanding Common Shares to a fixed maximum number of Common Shares;
- (f) increase the limits in section 2.2;
- (g) reduce the Exercise Price of any Option (including any cancellation of an Option for the purpose of reissuance of a new Option at a lower Exercise Price to the same person);
- (h) extend the term of any Option beyond the original term (except if such period is being extended by virtue of section 5.4 hereof); or
- (i) amend this section 6.4.

6.5 **Termination:** The Administrators may terminate this Plan at any time in their absolute discretion. If the Plan is so terminated, no further Restricted Share Units shall be awarded and no further Options shall be granted, but the Restricted Shares Units then outstanding and credited to Participants' Accounts and the Options then outstanding shall continue in full force and effect in accordance with the provisions of this Plan. Any termination of this Plan shall occur in a manner that will not result in the imposition of taxes on a U.S. Participant under Section 409A.

6.6 **Transferability:** A Participant shall not be entitled to transfer, assign, charge, pledge or hypothecate, or otherwise alienate, whether by operation of law or otherwise, the Participant's Restricted Share Units or Options or any rights the Participant has under the Plan.

6.7 **Rights as a Shareholder:** Under no circumstances shall the Restricted Share Units or Options be considered Common Shares nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Common Shares (including, but not limited to, the right to dividend equivalent payments).

6.8 **Credits for Dividends:**

- (a) Subject to section 6.8(b), whenever cash or other dividends are paid on Common Shares, additional Restricted Share Units will be automatically granted to each Participant who holds Restricted Share Units on the record date for such dividends. The number of such Restricted Share Units (rounded to the nearest whole Restricted Share Unit) to be credited to such Participant as of the date on which the dividend is paid on the Common Shares shall be an amount equal to the quotient obtained when (i) the aggregate value of the cash or other dividends that would have been paid to such Participant if the Participant's Restricted Share Units as of the record date for the dividend had been Common Shares, is divided by (ii) the Market Value of the Common Shares as of the date on which the dividend is paid on the Common Shares. Restricted Share Units granted to a Participant shall be subject to the same vesting conditions (time and performance (as applicable)) as the Restricted Share Units to which they relate.

- (b) In the event that the number of Restricted Share Units to be granted in accordance with section 6.8(a) would result in the number of Common Shares issuable pursuant to all Security Based Compensation granted or awarded hereunder exceeding 15% of the issued and outstanding Common Shares at the date of grant, such Restricted Share Units shall not be granted and the Administrators may determine, in their sole discretion, to make a cash payment to the Participant in lieu thereof equal to the aggregate value determined pursuant to section 6.8(a).

6.9 No Effect on Employment, Rights or Benefits:

- (a) The terms of employment shall not be affected by participation in the Plan.
- (b) Nothing contained in the Plan shall confer or be deemed to confer upon any Participant the right to continue as a director, officer, employee or Consultant nor interfere or be deemed to interfere in any way with any right of the Corporation, the Board or the shareholders of the Corporation to remove any Participant from the Board or of the Corporation or any Subsidiary to terminate any Participant's employment or agreement with a Consultant at any time for any reason whatsoever.
- (c) Under no circumstances shall any person who is or has at any time been a Participant be able to claim from the Corporation or any Subsidiary any sum or other benefit to compensate for the loss of any rights or benefits under or in connection with this Plan or by reason of participation in this Plan.

6.10 Market Value of Common Shares: The Corporation makes no representation or warranty as to the future market value of any Common Shares. No Participant shall be entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted to or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the market value of the shares of the Corporation or a corporation related thereto.

6.11 Compliance with Applicable Law:

- (a) If any provision of the Plan contravenes any law or any order, policy, by-law or regulation of any regulatory body having jurisdiction, then such provision shall be deemed to be amended to the extent necessary to bring such provision into compliance therewith. Notwithstanding the foregoing, the Corporation shall have no obligation to register any securities provided for in this Plan under the 1933 Act.
- (b) The award of Restricted Share Units, the grant of Options and the issuance of Common Shares and/or lump sum payment of cash under this Plan shall be carried out in compliance with applicable statutes and with the regulations of governmental authorities and applicable stock exchanges and markets. If the Administrators determine in their discretion that, in order to comply with any such statutes or regulations, certain action is necessary or desirable as a condition of or in connection with the award of a Restricted Share Unit, the grant of an Option or the issue of a Common Share upon the vesting of a Restricted Share Unit or exercise of an Option, as applicable, that Restricted Share Unit may not vest in whole or in part and that Option may not be exercised in whole or in part, as

applicable, unless that action shall have been completed in a manner satisfactory to the Administrators. In addition, unless the Restricted Share Units, the Options and the Common Shares issuable pursuant to the Restricted Share Units and Options, as applicable, have been registered under the 1933 Act and any applicable U.S. state securities laws, all rights of a Participant under this Plan shall be subject to and conditioned upon the availability of exemptions or exclusions from the registration requirements of the 1933 Act and any applicable U.S. state securities laws, as determined by the Corporation in its sole discretion. Any Restricted Share Units or Options granted or issued to a person in the United States or a U.S. Person, as well as the issue of Common Shares pursuant thereto, will result in any certificate representing such securities bearing a United States restrictive legend restricting transfer of such securities under United States federal and state securities laws.

- (c) If the Common Shares are listed on the CSE and the award of Restricted Share Units or grant of Options under this Plan is made to a Director, Officer, promoter or other insider of the Corporation, and unless the respective award, grant or issuance or is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then the Restricted Share Unit Agreement or Option Agreement will bear an Exchange Hold Period, and the following legend will be inserted onto the first page of the Restricted Share Unit Agreement or Option Agreement:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE CANADIAN SECURITIES EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE CANADIAN SECURITIES EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL _____, 20____ [i.e., **four months and one day after the date of grant**].

- 6.12 **Governing Law:** This Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and with respect to U.S. Participants, the Code.
- 6.13 **Subject to Approval:** The Plan is adopted subject to the approval of the Exchange and any other required regulatory approval. To the extent a provision of the Plan requires regulatory approval which is not received, such provision shall be severed from the remainder of the Plan until the approval is received and the remainder of the Plan shall remain in effect.
- 6.14 **Special Terms and Conditions Applicable to U.S. Participants:** Options issued to U.S. Participants are intended to be exempt from Section 409A of the Code pursuant to Treas. Reg. Section 1.409A-1(b)(5)(i)(A) and the Plan and such Options will be construed and administered accordingly. Options may be issued to U.S. Participants under the Plan only if the shares with respect to the Options qualify as “service recipient stock” as defined in Treas. Reg. Section 1.409A-1(b)(5)(E)(iii). Restricted Share Units awarded to U.S. Participants are intended to be exempt from, or compliant with, Section 409A of the Code and such Restricted Share Units will be construed and administered accordingly. Any waiver or acceleration of vesting under the Plan or any Restricted

Share Unit Agreement that is subject to Section 409A of the Code may occur only to the extent that such acceleration or waiver will not result in the imposition of taxes under Section 409A of the Code. Any payments made under this Plan or any Restricted Share Unit Agreement to a U.S. Participant as a result of a termination of employment that are deemed to be subject to Section 409A of the Code shall occur only if such termination constitutes a "separation from service" as defined in Treas. Reg. 1.409A-1(h). Additionally, any payments resulting from a separation from service made to a U.S. Participant who is a "specified employee" as defined in Treas. Reg. 1.409A-1(i) shall be subject to the six month delay in payments required by Treas. Reg. 1.409A-1(3)(v) if such payments are deemed to be subject to Section 409A of the Code. Although the Corporation intends Options and Restricted Share Units granted to U.S. Participants to be exempt from or compliant with Section 409A, the Corporation makes no representation or guaranty as to the tax treatment of such Options and Restricted Share Units. Each U.S. Participant (and any beneficiary or the estate of the Participant, as applicable) is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Participant in connection with this Plan. Neither the Corporation nor any affiliate, nor any employee or director of the Corporation or an affiliate, shall have any obligation to indemnify or otherwise hold such U.S. Participant, beneficiary or estate harmless from any or all such taxes or penalties.

6.15 Special Terms and Conditions Applicable to California Residents: Notwithstanding any other provision of this Plan or any agreement hereunder, unless otherwise exempted from the provisions of the California securities laws, all Options and Restricted Share Units granted or proposed to be granted hereunder to, or held by, residents of the State of California shall be subject to the following provisions:

- (a) No Option or Restricted Share Unit shall be granted to a resident of the State of California more than 10 years after the earlier of (i) the date the Board approved the Plan or (ii) the date the Plan is adopted by the Corporation's shareholders.
- (b) No Option or Restricted Share Unit held by a resident of the State of California may be exercised or settled more than 10 years after its Grant Date or Award Date, respectively.
- (c) With respect to Section 4.7 and Section 5.10(c), cause means cause as defined by applicable law, the terms of the Plan or the grant, or a contract of employment. Unless employment is terminated for cause, as so defined, the right to exercise in the event of termination of employment, to the extent that the optionee is entitled to exercise on the date employment terminates, continues until the earlier of the option expiration date or (i) at least six months from the date of termination if termination was caused by death or disability, or (ii) at least 30 days from the date of termination if termination was caused by other than death or disability.
- (d) No Option or Restricted Share Unit shall be granted to a resident of the State of California unless at the time of such grant, the Corporation is a foreign private issuer, as defined by Rule 3b-4 of the United States Securities Exchange Act of 1934, as amended, and the number of persons in the State of California granted Options and Restricted Share Units, together with all other persons in the State of California granted options under all other options plans and agreements and issued securities under all other purchase and bonus plans and agreements of the Corporation does not exceed 35; provided, however, that the foregoing

restrictions shall not apply if the Plan is approved by the holders of a majority of the outstanding Common Shares entitled to vote within 12 months after the date the Board approved the Plan. For purposes of calculating any such shareholder approval, any Common Shares held upon exercise of Options or settlement of Restricted Share Units by residents of the State of California shall not be counted.

ADOPTED the 9th day of April, 2026.

EXHIBIT A

THE RESTRICTED SHARE UNITS AND THE UNDERLYING COMMON SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS ARE AVAILABLE. THE TERMS "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED IN REGULATIONS UNDER THE 1933 ACT.

[Insert if required: WITHOUT PRIOR WRITTEN APPROVAL OF THE CANADIAN SECURITIES EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE CANADIAN SECURITIES EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL _____, 20____ [FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT].

RESTRICTED SHARE UNIT AGREEMENT

Notice is hereby given that, effective this _____ day of _____, _____ (the "**Restricted Share Grant Date**") ME Therapeutics Holdings Inc. (the "**Corporation**") has granted to _____ (the "**Participant**"), _____ Restricted Share Units pursuant to the Corporation's Share Compensation Plan (the "**Plan**"), a copy of which has been provided to the Participant.

Restricted Share Units are subject to the following terms:

- (a) Pursuant to the Plan and as compensation to the Participant, the Corporation hereby grants to the Participant, as of the Restricted Share Grant Date, the number of Restricted Share Units set forth above.
- (b) The granting and vesting of the Restricted Share Units and the payment by the Corporation of any payout in respect of any Vested Restricted Share Units (as defined below) are subject to the terms and conditions of the Plan, all of which are incorporated into and form an integral part of this Restricted Share Unit Agreement.
- (c) Provided the Participant remains in continuous service with the Corporation or an affiliate through the applicable dates below, the Restricted Share Units shall become vested restricted share units (the "**Vested Restricted Share Units**") in accordance with the following schedule:
 - (i) ● on the 12 month anniversary of the Restricted Share Grant Date;
 - (ii) ● on the 18 month anniversary of the Restricted Share Grant Date; and
 - (iii) ● on the 24 month anniversary of the Restricted Share Grant Date (each a "**Vesting Date**").

Notwithstanding the foregoing, with respect to Restricted Share Units of U.S. Participants, if the Administrator, in its sole discretion, waives continued service and/or performance vesting conditions such that a Participant's Restricted Share Units are no longer subject to a substantial risk of forfeiture, the Vesting Date shall be the date on which all vesting conditions are waived or satisfied. Notwithstanding anything to the contrary in the Plan, with respect any Restricted Share Units to which an election under Option 2 of Schedule D (Restricted Share Unit Deferral Agreement) has been made (the "Election"), the Administrator shall not waive forfeiture conditions or accelerate the vesting of any such Restricted Share Units to any date that is earlier than the date that is twelve months following the date the Election was made.

- (d) As soon as reasonably practicable and no later than 60 days following the applicable Vesting Date, or, if the Participant is not a U.S. Participant (as defined in the Plan), such later date mutually agreed to by the Corporation and the Participant, the Participant shall be entitled to receive, and the Corporation shall issue or provide, a payout with respect to those Vested Restricted Share Units in the Participant's Account to which the Vesting Date relates (each a "**Payout Date**") as set forth below. Notwithstanding the foregoing, if a U.S. Participant has elected to defer payment/settlement of these RSUs by timely executing and providing to the Corporation a Restricted Share Unit Deferral Agreement, then the Payout Date will be the date(s) specified in the Restricted Share Unit Deferral Agreement:
- (i) a lump sum payment in cash equal to the number of vested Restricted Share Units recorded in the Participant's Account multiplied by the Market Value of a Common Share on the Payout Date; or
 - (ii) the number of Common Shares required to be issued to a Participant upon the vesting of such Participant's Restricted Share Units in the Participant's Account, duly issued as fully paid and non-assessable shares and such Participant shall be registered on the books of the Corporation as the holder of the appropriate number of Common Shares; or
 - (iii) any combination of the foregoing.
- subject to any applicable Withholding Obligations.
- (e) The Participant acknowledges that:
- (i) he or she has received and reviewed a copy of the Plan; and
 - (ii) the Restricted Share Units have been granted to the Participant under the Plan and are subject to all of the terms and conditions of the Plan to the same effect as if all of such terms and conditions were set forth in this Restricted Share Unit Agreement, including with respect to termination and forfeiture as set out in section 4.7 of the Plan.

Notwithstanding anything to the contrary in this Restricted Share Unit Agreement all vesting and issuances or payments, as applicable, in respect of a Restricted Share Unit evidenced hereby shall be completed no later than December 15 of the third calendar year commencing after the Restricted Share Grant Date;

The grant of the Restricted Share Units evidenced hereby is made subject to the terms and conditions of the Plan. The Participant agrees that he/she may suffer tax consequences as a result of the grant of these Restricted Share Units and the vesting of the Restricted Share Units. The Participant acknowledges that he/she is not relying on the Corporation for any tax advice and has had an adequate opportunity to obtain advice of independent tax counsel.

The Participant represents and warrants to the Corporation that (i) under the terms and conditions of the Plan the Participant is a bona fide Eligible Person (as defined in the Plan) entitled to receive Restricted Share Units, and (ii) either (A) the Participant is not in the United States or a U.S. Person, nor is the Participant acquiring the Restricted Share Units for the benefit of a person in the United States or a U.S. Person, or (B) an exemption from the registration requirements of the 1933 Act and all applicable state securities laws is available and the Participant has provided evidence satisfactory to the Corporation to such effect. The Corporation may condition awards and elections under the Plan upon receiving from the undersigned such representations and warranties and such evidence of registration or exemption under the 1933 Act and all applicable U.S. state securities laws as is satisfactory to the Corporation, acting in its sole discretion.

In the event of any inconsistency between the terms of this Restricted Share Unit Agreement and the Plan, the terms of the Plan shall prevail unless otherwise determined in the Plan.

ME THERAPEUTICS HOLDINGS INC.

Authorized Signatory

Signature of Participant

Name of Participant

EXHIBIT B

THE OPTIONS AND THE OPTIONED SHARES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR ANY U.S. STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND ALL APPLICABLE U.S. STATE SECURITIES LAWS ARE AVAILABLE. THE TERMS "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED IN REGULATION S UNDER THE 1933 ACT.

[INSERT IF REQUIRED: WITHOUT PRIOR WRITTEN APPROVAL OF THE CANADIAN SECURITIES EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS AGREEMENT AND ANY SECURITIES ISSUED UPON EXERCISE THEREOF MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE CANADIAN SECURITIES EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL _____, 20____ [FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT].

OPTION AGREEMENT

Notice is hereby given that, effective this _____ day of _____, _____ (the "Effective Date") ME Therapeutics Holdings Inc. (the "Corporation") has granted to _____ (the "Participant"), Options to acquire _____ Common Shares (the "Optioned Shares") up to 4:30 p.m. Pacific Time on the _____ day of _____, _____ (the "Option Expiry Date") at an exercise price of Cdn\$ _____ per Optioned Share pursuant to the Corporation's Share Compensation Plan (the "Plan"), a copy of which is attached hereto.

For Options awarded to U.S. Participants, the Options granted hereunder: (check **one** line below)

_____ Are Incentive Stock Options

_____ Are Non-qualified Stock Options

Optioned Shares may be acquired as follows:

- (a) **[insert vesting provisions, if applicable]; and**
- (b) **[insert hold period when required].**

The grant of the Options evidenced hereby and the Option Expiry Date thereof, is made subject to the terms and conditions of the Plan. The Participant agrees that he/she may suffer tax consequences as a result of the grant of these Options, the exercise of the Options and the disposition of Optioned Shares. The Participant acknowledges that he/she is not relying on the Corporation for any tax advice and has had an adequate opportunity to obtain advice of independent tax counsel. If the Options awarded hereunder are Incentive Stock Options, in order to obtain certain U.S. federal tax benefits afforded to ISOs under section 422 of the code, the U.S. Participant must hold the Common Shares acquired upon exercise of the ISO until the

later of for two years after the Grant Date and one year after the date of exercise. A U.S. Participant may be subject to the alternative minimum tax at the time of exercise of an ISO. A U.S. Participant will give the Corporation prompt notice of any disposition of Common Shares acquired by exercise of an ISO prior to the expiration of such holding periods.

The Participant represents and warrants that (i) under the terms and conditions of the Plan the Participant is a bona fide Eligible Person (as defined in the Plan) entitled to receive Options, and (ii) either (A) the Participant is not in the United States or a U.S. Person, nor is the Participant acquiring the Options or any Optioned Shares for the benefit of a person in the United States or a U.S. Person, or (B) an exemption from the registration requirements of the 1933 Act and all applicable state securities laws is available and the Participant has provided evidence satisfactory to the Corporation to such effect. The Participant understands that the Options may not be exercised in the United States or by or on behalf of a U.S. Person unless the Options and the Option Shares have been registered under the 1933 Act or are exempt from registration thereunder. The Corporation may condition the exercise of the Options upon receiving from the Participant such representations and warranties and such evidence of registration or exemption under the 1933 Act and all applicable state securities laws as is satisfactory to the Corporation, acting in its sole discretion.

In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of the Plan shall prevail.

ME THERAPEUTICS HOLDINGS INC.

Authorized Signatory

Signature of Participant

Name of Participant

EXHIBIT C

NOTICE OF OPTION EXERCISE

TO: ME Therapeutics Holdings Inc. (the “**Corporation**”)

FROM: _____

DATE: _____

The undersigned hereby irrevocably gives notice, pursuant to the Corporation’s Share Compensation Plan (the “**Plan**”), of the exercise of the Options to acquire and hereby subscribes for:

[check one]

- (a) all of the Optioned Shares; or
- (b) _____ of the Optioned Shares,

which are the subject of the Option Agreement attached hereto.

Calculation of total Exercise Price:

- (i) number of Optioned Shares to be acquired on _____ Optioned Shares exercise
- (ii) multiplied by the Exercise Price per Optioned Share: \$ _____

TOTAL EXERCISE PRICE, enclosed herewith (unless this is a cashless exercise): \$ _____

- A. The undersigned (i) at the time of exercise of these Options is not in the “United States” or a “U.S. Person” (as such terms are defined in Regulation S under the United States Securities Act of 1933, as amended (the “**1933 Act**”) and is not exercising these Options on behalf of a person in the United States or U.S. Person and (ii) did not execute or deliver this Notice of Option Exercise in the United States.
- B. The undersigned has delivered an opinion of counsel of recognized standing or other evidence in form and substance satisfactory to the Corporation to the effect that an exemption from the registration requirements of the 1933 Act, and applicable state securities laws is available for the issuance of the Optioned Shares.

Note: The undersigned understands that unless Box A is checked, the certificates representing the Optioned Shares will bear a legend restricting transfer without registration under the 1933 Act and applicable state securities laws unless an exemption from registration is available.

Note: Certificates representing Optioned Shares will not be registered or delivered to an address in the United States unless Box B above is checked.

Note: If Box B is checked, any opinion or other evidence tendered must be in form and substance satisfactory to the Corporation. Holders planning to deliver an opinion of counsel or other evidence in connection with the exercise of Options should contact the Corporation in advance to determine whether any opinions to be tendered or other evidence will be acceptable to the Corporation.

I hereby:

- (a) unless this is a cashless exercise, enclose a cheque payable to "ME Therapeutics Holdings Inc." for the aggregate Exercise Price plus the amount of the estimated Withholding Obligations and agree that I will reimburse the Corporation for any amount by which the actual Withholding Obligations exceed the estimated Withholding Obligations; or
- (b) advise the Corporation that I am exercising the above Options on a cashless exercise basis, in compliance with the procedures established from time to time by the Administrators for cashless exercises of Options under the Plan. I will consult with the Corporation to determine what additional documentation, if any, is required in connection with my cashless exercise of the above Options. I agree to comply with the procedures established by the Corporation for cashless exercises and all terms and conditions of the Plan. Please prepare the Optioned Shares certificates, if any, issuable in connection with this exercise in the following name(s):

Signature of Participant

Name of Participant

Letter and consideration/direction received on _____, 20 ____.

ME THERAPEUTICS HOLDINGS INC.

By: _____
[Name]
[Title]

EXHIBIT D

RESTRICTED SHARE UNIT DEFERRAL AGREEMENT

TO: ME THERAPEUTICS HOLDINGS INC. (the "Corporation")

FROM: _____

DATE: _____

I, the undersigned participant, acknowledge that the Corporation may grant or has granted to me an award of Restricted Share Units under the ME Therapeutics Holdings Inc. Share Compensation Plan (the "**Plan**") that will vest according to the vesting schedule set out in the Restricted Share Unit Agreement.

I hereby irrevocably elect to defer the payout of vested Restricted Share Units as set forth below (select and complete either Option 1 or Option 2). **By making this election, I understand and agree that my election may not be changed.**

Option 1: Deferral of Restricted Share Units Awarded in Next Calendar Year.

I hereby elect to defer the payout of _____% of any Restricted Share Units awarded to me under the Plan **in the next calendar year** (for services performed in such next calendar year) until the date selected below:

- 1 year after each vesting date applicable to such Restricted Share Units.
- 2 years after each vesting date applicable to such Restricted Share Units.
- 3 years after each vesting date applicable to such Restricted Share Units.
- 4 years after each vesting date applicable to such Restricted Share Units.
- 5 years after each vesting date applicable to such Restricted Share Units.

If I complete Option 1, this Deferral Agreement must be delivered to the Corporation on or before December 31st of the year prior to the calendar year to which such deferral election applies.

Option 2: Deferral of Restricted Share Units that Vest 12 Months or More After Date of Election.

I was awarded Restricted Share Units pursuant to the Restricted Share Unit Award Agreement dated _____ (**must be no earlier than 29 days prior to the date of this election**). I hereby elect to defer the payout of _____% of the Restricted Share Units awarded to me under the Plan that vest 12 months or more after the date of this election was executed and delivered to the Corporation until the date selected below:

- 1 year after each vesting date applicable to such Restricted Share Units.
- 2 years after each vesting date applicable to such Restricted Share Units.
- 3 years after each vesting date applicable to such Restricted Share Units.
- 4 years after each vesting date applicable to such Restricted Share Units.
- 5 years after each vesting date applicable to such Restricted Share Units.

In the event of my death, any Restricted Share Units that have vested but are subject to the deferral election above shall be paid to the following beneficiary in accordance with the timing of such election:

Name: _____

Address: _____

Relationship: _____

I have read and understand the terms of the Plan and this Restricted Share Deferral Agreement. By signing this form, I hereby elect to defer the payout of the Restricted Share Units as set forth above to which I may become entitled to receive upon vesting of such Restricted Share Units. **I UNDERSTAND THAT THE AMOUNT OF DEFERRAL, AND THE TIMING OF THE PAYMENT ELECTIONS I MAKE, MAY NOT BE ALTERED.** I also acknowledge that the Administrators of the Plan have complete discretion to administer and interpret the Plan. Notwithstanding the elections set forth above, I understand that the Administrators may, in their sole discretion, elect to terminate this deferral arrangement and accelerate the timing of the payment to me of my deferred Restricted Share Units to the extent that the Administrators determine it is permitted or required to do so under Section 409A of the Code. The deferral arrangement described in this form is intended to comply with Section 409A of the Code and shall be interpreted accordingly.

ME THERAPEUTICS HOLDINGS INC.

Authorized Signatory

Signature of Participant

Name of Participant