NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

OF

NOVERIS HEALTH SCIENCES INC.

to be held on September 4, 2026
at 10:00 a.m. (Pacific Daylight Time)

Vancouver, British Columbia

NOVERIS HEALTH SCIENCES INC.
Suite 1890 – 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS GIVEN THAT an Annual General and Special Meeting (the "**Meeting**") of the holders (the "**Shareholders**") of common shares (the "**Common Shares**") of Noveris Health Sciences Inc. ("**Noveris**" or the "**Company**") will be held at Suite 1890 – 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9, on Friday, September 4, 2026, at 10:00 a.m. (Pacific Daylight Time) for the following purposes, as more particularly described in the accompanying management information circular dated July 21, 2026 (the "**Information Circular**"):

1. to receive the audited financial statements of the Company for the fiscal years ended December 31, 2025 and 2024;

2. to set the number of directors at three (3);

3. to elect the directors of the Company to hold office until the next annual meeting of Shareholders;

4. to appoint HDCPA Professional Corporation, as the Company's auditors until the next annual meeting of Shareholders and to authorize the board of directors to fix the remuneration to be paid to the auditor;

5. to consider, and if deemed appropriate, with or without variation, to pass an ordinary resolution of Shareholders to approve an amended and restated omnibus long-term incentive plan, as more particularly described in the accompanying Information Circular, for the ensuing three years;

6. to consider, and if deemed appropriate, to pass, with or without variation, a special resolution of Shareholders approving and authorizing an amendment to the articles of the Company to change its quorum, as described in the accompanying Information Circular; and

7. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

The 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 Company's board of directors (the "**Board**") has fixed July 21, 2026 as the record date (the "**Record Date**") for the determination of Shareholders entitled to receive notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered Shareholder (as defined below) of record as of the close of business on the Record Date is entitled to receive notice of and vote at the Meeting in accordance with the provisions set out in the accompanying Information Circular.

Registered Shareholders

If you are a registered Shareholder (i.e., you hold Common Shares directly in your name and have a share certificate or direct registration system ((DRS) statement), and are unable to attend the Meeting in person, please complete, date, and sign the accompanying form of proxy and deposit it with the Company's transfer agent, through any of the following methods: (i) by mail: National Securities Administrator Ltd., Suite 702 – 777 Hornby Street, Vancouver, BC, V6Z 1S4; (ii) by fax: (604) 559-8908; (iii) by email: **proxy@transferagent.ca** or (iv) online: www.eProxy.ca, in each event no later than 10:00 a.m. (PDT) on September 2, 2026, or, if the Meeting is adjourned or postponed, not less than 48 hours, excluding Saturdays, Sundays and holidays recognized in the Province of British Columbia, before the time fixed for the adjourned or postponed Meeting.

Beneficial Shareholders

If you are a non-registered Shareholder (i.e., your Common Shares are held through an Intermediary (as defined below)) and received this Notice of Meeting and accompanying materials through a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered 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 (the "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

The Company has elected to use the notice-and-access provisions under National Instrument 54-101 and National Instrument 51-102 (the "**Notice-and-Access Provisions**") for the Meeting. The Notice-and-Access Provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials that must be physically mailed to Shareholders by allowing the Company to post the Information Circular, the Company's 2025 audited financial statements and the related management's discussion and analysis, and any additional materials (collectively, the "**Meeting Materials**") online. Shareholders will still receive this Notice of Meeting, a form of proxy and request for financial information form and may choose to receive a paper copy of the Meeting Materials.

The Company will not use the procedure known as 'stratification' in relation to the use of Notice-and-Access Provisions. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of the Information Circular to some shareholders with this notice package. In relation to the Meeting, all Shareholders will receive the required documentation under the Notice-and-Access Provisions, which will not include a paper copy of the Meeting Materials.

PLEASE REVIEW THE INFORMATION CIRCULAR CAREFULLY IN FULL PRIOR TO VOTING IN RELATION TO THE RESOLUTIONS BEING PRESENTED, AS THE INFORMATION CIRCULAR HAS BEEN PREPARED TO HELP YOU MAKE AN INFORMED DECISION ON THE MATTERS. THE INFORMATION CIRCULAR IS AVAILABLE AT WWW.NOVERIS.HEALTH AND UNDER THE COMPANY'S PROFILE ON SEDAR+ AT WWW.SEDARPLUS.CA.

To request a paper copy of the Meeting Materials or for further information regarding notice-and-access, Shareholders may contact the Company at:

Noveris Health Sciences Inc.
Suite 1890 – 1075 West Georgia Street
Vancouver, BC V6E 3C9
Fax: 604-687-3141
Toll-Free Telephone: 1-888-787-0888
Email: **proxy@transferagent.ca**

DATED at Vancouver, British Columbia, this 21st day of July, 2026.

BY ORDER OF THE BOARD OF DIRECTORS

Signed: "***Jason Birmingham***"
Jason Birmingham
Chief Executive Officer

NOVERIS HEALTH SCIENCES INC.
Suite 1890 – 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9

INFORMATION CIRCULAR

(as at July 21, 2026 except as otherwise indicated)

SOLICITATION OF PROXIES

This management information circular ("**Information Circular**") is furnished in connection with the solicitation of proxies by the management of Noveris Health Sciences Inc. ("**Noveris**" or the "**Company**") for use at the annual general and special meeting of the shareholders (the "**Shareholders**") of the Company (the "**Meeting**") to be held at Suite 1890 – 1075 West Georgia Street, Vancouver, BC V6E 3C9 on Friday, September 4, 2026 at 10:00 a.m. (Pacific Daylight Time) and any adjournment thereof, for the purposes set forth in the accompanying Notice of the Meeting of Shareholders.

To ensure as many common shares ("**Common Shares**") as possible are represented at the Meeting, Registered Shareholders (as defined below) are encouraged to complete, date, and return the enclosed form of proxy as soon as possible using the enclosed return envelope. Beneficial Shareholders (as defined below) are similarly encouraged to complete the voting instruction form ("**VIF**") provided from their Intermediary (as defined below) and to follow the instructions under *"Advice to Beneficial Shareholders"* in this Information Circular.

In this Information Circular, references to "**Noveris**", the "**Company**", "**we**" and "**our**" refer to Noveris Health Sciences Inc.; "**Common Shares**" means common shares in the authorized share structure of the Company; "**Beneficial Shareholders**" means Shareholders who do not hold Common Shares in their own name; "**Intermediaries**" refers to brokers, investment firms, clearing agencies and similar entities that hold securities on behalf of Beneficial Shareholders; and "**Registered Shareholders**" means Shareholders who hold Common Shares directly in their name and have a share certificate or direct registration system (DRS) statement.

Under the articles of the Company, subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

INFORMATION CONTAINED IN THIS INFORMATION CIRCULAR

The board of directors (the "**Board**") of the Company has fixed July 21, 2026 as the record date (the "**Record Date**") for determination of persons entitled to receive notice of the Meeting.

The date of this Information Circular is July 21, 2026. Unless otherwise stated, all amounts herein are in Canadian dollars.

The following documents filed by the Company on SEDAR+ at www.sedarplus.ca are specifically incorporated by reference into, and form an integral part of, this Information Circular:

- The audited consolidated financial statements of the Company for the fiscal year ended December 31, 2025 and 2024, and the related notes;

- The report of the Company's auditor thereon; and

- Management's discussion and analysis relating to the above financial statements.

No person has been authorized to give any information or to make any representation in connection with any matters described herein other than those contained in this Information Circular and, if given or made, any such information or representation should be considered not to have been authorized by the Company.

This Information Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person 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 any person to whom it is unlawful to make such solicitation.

Information contained in this Information Circular should not be construed as legal, tax or financial advice and Shareholders are urged to consult their own professional advisers in connection therewith.

PROXIES AND VOTING RIGHTS

Management Solicitation

Proxies will be solicited by management of the Company primarily by mail and may also involve telephone or personal contact by directors, officers, or employees of the Company, without additional compensation. The Company will bear the costs of solicitation.

The Company has requested that brokers, nominees, and Intermediaries (as defined below) forward the Notice of Meeting, this Information Circular, the form of proxy or VIF, and other proxy- related materials (collectively, the "**Meeting Materials**") to Beneficial Shareholders. The Company will reimburse such Intermediaries for reasonable out-of-pocket expenses associated with such distribution.

The Company does not intend to pay for Intermediaries to forward Meeting Materials to objecting beneficial owners ("**OBOs**"), and therefore an OBO will not receive these materials unless their Intermediary assumes the cost of delivery.

Appointment of Proxy

Registered Shareholders are entitled to vote at the Meeting. Each such Shareholder is entitled to one vote per Common Share held as of the Record Date. A list of Registered Shareholders will be available for inspection at the office of the Company's transfer agent, National Securities Administrator Ltd. (the "**Transfer Agent**") and at 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) TO ATTEND AND ACT FOR OR ON BEHALF OF THAT SHAREHOLDER AT THE MEETING, OTHER THAN THE DESIGNATED PERSONS NAMED IN THE ENCLOSED FORM OF PROXY.

To exercise this right, a Shareholder should strike out the names printed on the proxy form and insert the name of their chosen proxyholder in the space provided. The proxyholder should be informed of their appointment, provide consent, be instructed on how to vote, and bring identification to the Meeting.

Completed proxies must be received by the Transfer Agent at:

- Suite 702 – 777 Hornby Street, Vancouver, BC, V6Z 1S4;
- Fax: 604-559-8908;
- Email: proxy@transferagent.ca

no later than 10:00 a.m. PDT on September 2, 2026, or 48 hours prior to any adjournment or postponement, excluding weekends and holidays in British Columbia.

A proxy must be signed and dated by the Shareholder or their authorized representative. If signed by an attorney or corporate officer, appropriate written authorization or certified documentation must accompany the proxy.

Unless directed otherwise, proxies will be voted in favour of the matters identified in the proxy and Notice of Meeting, including the election of the nominated directors and appointment of the auditor. The proxy also confers discretionary authority to vote on any other matters properly brought before the Meeting.

Revocation of Proxy

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, or (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: (a) attendance at the Meeting and participation in a poll (ballot) by a Shareholder, or (b) 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.

Only Registered Shareholders have the right to revoke a proxy. Beneficial Shareholders who wish to change their vote must arrange for their respective Intermediary to revoke the proxy on their behalf in accordance with any requirements of the Intermediaries.

Voting and Exercise of Discretion

If a Shareholder has provided instructions in the proxy, the Designated Persons will vote accordingly. If no instructions are provided, the Common Shares will be voted in favour of the matters identified in the proxy and for the board of directors' (the "**Board's**") nominees for director and auditor.

Proxies confer discretionary authority with respect to any amendments to matters identified in the Notice of Meeting and other matters that may properly come before the Meeting. Management is not aware of any such other matters as of the date of this Information Circular.

Abstentions or votes withheld will be counted for quorum purposes, but will not be considered votes for or against a given matter.

Notice-and-Access

Notice-and-Access is a mechanism which allows reporting issuers other than investment funds to choose to deliver proxy-related materials to registered holders and beneficial owners of its securities by posting such materials on a non-SEDAR+ website (usually the reporting issuer's website and sometimes the Transfer Agent's website) rather than delivering such materials by mail. The notice-and-access provisions under National Instrument 54-101 and National Instrument 51-102 (the "**Notice-and-Access Provisions**") can be used to deliver materials for both special and general meetings.

The use of the Notice-and-Access Provisions is intended to reduce paper waste and mailing costs to the Company. In order for the Company to utilize the Notice-and-Access Provisions to deliver proxy-related materials, the Company must send a notice to Shareholders indicating that the proxy-related materials for the Meeting have been posted electronically on a website that is not SEDAR+ and explaining how a

Shareholder can access them or obtain a paper copy of those materials. Upon request, beneficial owners are entitled to delivery of a paper copy of the Information Circular at the reporting issuer's expense. This Information Circular and other materials related to the Meeting have been posted in full on the Company's Meeting website at https://www.noveris.health/ and under the Company's SEDAR+ profile at www.sedarplus.ca.

In order to use the Notice-and-Access Provisions, a reporting issuer must set the record date for the meeting at least 40 days prior to the meeting to ensure there is sufficient time for the materials to be posted on the applicable website and the notice of meeting and form of proxy to be delivered to Shareholders. The requirements for the notice of meeting are that the Company shall provide basic information about the Meeting and the matters to be voted on, explain how a Shareholder can obtain a paper copy of this Information Circular, and explain the Notice-and-Access process. The Notice of Meeting, containing this information, has been delivered to Shareholders by the Company, along with the applicable voting document (a form of proxy in the case of registered Shareholders or a VIF in the case of non-registered Shareholders).

The Company will not rely upon the use of 'stratification'. Stratification occurs when a reporting issuer using the Notice-and-Access Provisions provides a paper copy of the Information Circular to some, but not all, of its shareholders, along with the notice of meeting. In relation to the Meeting, all Shareholders will receive the documentation required under the Notice-and-Access Provisions and all documents required to vote at the Meeting. No Shareholder will receive a paper copy of this Information Circular from the Company or any intermediary unless such Shareholder specifically requests same.

The Company will be delivering proxy-related materials to non-objecting beneficial owners and OBOs indirectly through the use of intermediaries. The management of the Company does not intend to pay for Intermediaries to deliver OBOs the meeting materials, and that in the case of an OBO, the OBO will not receive the meeting materials unless the OBO's Intermediary assumes the cost of delivery. Any Shareholder who wishes to receive a paper copy of this Information Circular may contact the Company in writing by mail at: Suite 1890, 1075 West Georgia Street, Vancouver, BC, V6E 3C9; or by fax at 604-687-3141.

In order to ensure that a paper copy of this Information Circular can be delivered to a requesting Shareholder in time for such Shareholder to review this Information Circular and return a proxy or VIF so that it is received not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays) prior to the time set for the Meeting or any adjournment of the Meeting, it is strongly suggested that a Shareholder ensure their request is received no later than August 26, 2026. All Shareholders may call toll free at 1-888-787-0888 in order to obtain additional information about the Notice-and-Access Provisions or to obtain a paper copy of this Information Circular, up to and including the date of the Meeting, including any adjournment of the Meeting.

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to Beneficial Shareholders.

Only proxies deposited by Shareholders whose names appear on the records of the Transfer Agent as registered holders of Common Shares ("**Registered Shareholders**") will be recognized and acted upon at the Meeting. Beneficial Shareholders who do not hold their Common Shares in their own name should be aware that, in most cases, their Common Shares are not registered in their name but in the name of an intermediary (such as a broker, investment dealer, bank, trust company, trustee, or nominee).

In such cases:

- In the United States, most Common Shares are registered under the name Cede & Co., as nominee for The Depository Trust Company (DTC), which acts as depositary for many U.S. brokerage firms and custodian banks.

- In Canada, most Common Shares are registered under the name CDS & Co., the nominee of The Canadian Depository for Securities Limited (CDS).

Beneficial Shareholders should ensure that voting instructions are communicated to the appropriate Intermediary well in advance of the Meeting to ensure their shares are voted.

The Company does not have access to the names or holdings of Beneficial Shareholders. Applicable securities regulatory policy requires intermediaries to seek voting instructions from Beneficial Shareholders prior to meetings. Intermediaries will provide instructions and materials, including a VIF, to Beneficial Shareholders to direct the voting of their Common Shares.

Beneficial Shareholders should carefully follow the instructions provided by their intermediary to ensure their Common Shares are voted.

Broadridge VIFs

In many cases, intermediaries delegate responsibility for obtaining voting instructions to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically:

- Mails a VIF to Beneficial Shareholders;
- Provides options for voting by mail, facsimile, telephone, or via a dedicated voting website (as indicated on the VIF); and
- Tabulates the voting instructions and provides the necessary information to intermediaries to vote the underlying Common Shares at the Meeting.

Important: A Beneficial Shareholder cannot use a Broadridge VIF as a proxy to vote in person at the Meeting. The VIF must be submitted to Broadridge in advance in order for the shares to be voted.

Attending the Meeting as Proxyholder

Although Beneficial Shareholders are not entitled to vote directly at the Meeting unless their name appears on the register of shareholders, they may attend and vote as proxyholder for the Registered Shareholder.

To do this, the Beneficial Shareholder must:

- Insert their own name in the blank space provided on the VIF or proxy form (if permitted by the intermediary); and
- Return the completed form in accordance with the intermediary's instructions and by the deadline specified by the intermediary.

Alternatively, a Beneficial Shareholder may request a legal proxy from their intermediary which will grant the right to attend and vote at the Meeting as the legal proxyholder of the Registered Shareholder. This written request should be made sufficiently in advance to allow time for the legal proxy to be issued and delivered.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of Common Shares without par value.

As at the Record Date, there were 58,548,051 Common Shares issued and outstanding. Each Common Share entitles the holder to one vote on all matters to be voted on at the Meeting.

Shareholders registered as at the Record Date are entitled to attend and vote at the Meeting, except to the extent that:

1. such person transfers his, her or its Common Shares after the Record Date; and
2. the transferee of those Common Shares produces properly endorsed share certificates or otherwise establishes his, her or its ownership of the Common Shares,

and makes a demand to the registrar and Transfer Agent, not later than ten (10) days before the Meeting, that his, her or its name be included on the Shareholders list for the Meeting.

Shareholders who wish to be represented by proxy at the Meeting must, to entitle the person appointed by the Proxy to attend and vote, deliver their Proxies at the place and within the time set forth in the notes to the Proxy.

To the knowledge of the directors and senior officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over Common Shares carrying more than 10% of the voting rights attached to the outstanding Common Shares of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

Management of the Company knows of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the accompanying Notice of Meeting. **However, if any other matter properly comes before the Meeting, the management designees, if named as proxy, will vote on such matter in accordance with the best judgment of the person or persons voting the proxy.**

AUDITED FINANCIAL STATEMENTS

The Company's audited consolidated financial statements for the fiscal years ended December 31, 2025 and 2024, together with the report of the independent auditors thereon, will be presented to Shareholders at the Meeting.

The receipt of the audited financial statements at the Meeting does not constitute approval or disapproval of the financial statements or of any matters contained therein, and no vote will be taken with respect to the financial statements.

The audited financial statements, along with the related management's discussion and analysis, are available under the Company's profile on SEDAR+ at www.sedarplus.ca.

Request for Financial Statements

Pursuant to National Instrument 51-102 – Continuous Disclosure Obligations and National Instrument 54-101 – Communication with Beneficial Owners of Securities of a Reporting Issuer, both adopted by the Canadian Securities Administrators, a Shareholder or other person or company who wishes to receive annual and/or interim financial statements of the Company must provide a written request to the Company.

Shareholders are encouraged to complete the appropriate section of the Financial Statement Request Form attached to this Information Circular and return it to the Company at the following address: Noveris Health Sciences Inc., Attention: Corporate Secretary, Suite 1890 – 1075 West Georgia Street, Vancouver, British Columbia, V6E 3C9.

NUMBER OF DIRECTORS

The articles of the Company provide for a board of directors (the “**Board**”) of no fewer than three (3) directors and no greater than a number as fixed or changed from time to time by ordinary resolution passed by the Shareholders.

The Board presently consists of three (3) directors.

At the Meeting, Shareholders will be asked to pass a resolution to set the number of directors of the Company for the ensuing year at three (3), and the persons named below under "Election of Directors" will be nominated at the Meeting. Each director elected at the Meeting will hold office until the next annual meeting of the Shareholders or until his or her successor is elected or appointed in accordance with the constating documents of the Company and the *Business Corporations Act* (British Columbia) (the "**BCA**"), unless his or her office is earlier vacated. The number of directors will be approved if a majority of the votes cast by Shareholders present in person or represented by proxy at the Meeting and entitled to vote are voted in favour of setting the number of directors at three (3).

Unless otherwise directed, the management designees, if named as proxy, intend to vote the Common Shares represented by any such proxy FOR the resolution setting the number of directors to be elected at the meeting at three (3) members.

ELECTION OF DIRECTORS

The directors of the Company are elected annually and hold office until the next annual general meeting of the Shareholders or until their successors are elected or appointed. Management of the Company proposes to nominate the persons listed below for election as directors to hold office until the next annual meeting or until their successors are elected or appointed, unless his or her office is earlier vacated in accordance with the BCA and the articles of the Company.

All of the nominees are currently members of the Board and have been since the dates indicated below or are nominees of management and have consented to their nomination to the Board. Management does not contemplate that any of the nominees will be unable to serve as a director. **However, if a nominee should be unable to so serve for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion if they are permitted to do so by applicable law. The persons named in the enclosed form of proxy intend to vote FOR the election of all of the nominees whose names are set forth below unless otherwise instructed to withhold from voting thereon on a properly executed and validly deposited proxy.**

If, prior to the Meeting, any nominee becomes unable or unwilling to serve, the persons named in the proxy reserve the right to vote for a substitute nominee at their discretion, provided such action is permitted by applicable law.

Majority Voting Policy

The Company has not adopted a majority voting policy for the election of directors. Accordingly, Shareholders may vote “for” or “withhold” from voting for each nominee. Votes withheld will be counted for purposes of determining quorum but will not constitute votes cast against a nominee. The Board has considered the implementation of a majority voting policy but believes that, given the Company’s current size, stage of development, and shareholder base, the existing framework provides adequate accountability for director elections. The Board will continue to evaluate governance best practices, including majority voting, on an ongoing basis as the Company evolves.

Nominees for Election

The following table sets out the names of the nominees for election as directors, the offices they hold within the Company, their occupations, the length of time they have served as directors of the Company, and the number of shares of the Company which each beneficially owns, directly or indirectly, or over which control or direction is exercised, as of the date of this Information Circular.

Name, Province, Country of Residence & Position(s)	Principal Occupation Business or Employment for Last Five Year [(1)]	Date Elected or Appointed as Director	Number of Shares Owned
Jason Birmingham[(2)] Vancouver, BC *Director, President, and CEO*	See "Details of Directors Not Previously Elected by a Shareholder Vote" below	March 10, 2026	Nil Common Shares
Peter Field[(2)] Vancouver, BC *Director*	Mr. Field is a seasoned entrepreneur with over three decades of experience building companies, advancing innovation, and leading high-performing teams. His portfolio includes ventures at the forefront of advanced technologies, including AI-powered controlled-environment agriculture, biotech development, and nutraceutical commercialization. Mr. Field was instrumental in launching and managing two GMP, USFDA-certified manufacturing facilities and has strategically invested in biotech companies tackling critical health issues such as heart disease, Alzheimer's, wound care and depression. In his role as President of a biotechnology company, Mr. Field has led public market initiatives, supported capital formation, and established the regulatory and governance systems essential to compliant operations and sustained enterprise growth. His leadership reflects a balance of strategic foresight and operational excellence across complex and evolving industries.	March 18, 2025	Nil Common Shares

Michael Callas(2) Vancouver, BC *Director*	Mr. Callas is an entrepreneur, investor and technology executive with more than 15 years of C-level leadership and strategic advisory experience across fintech, digital banking, telecommunications, artificial intelligence and venture development. Since March 2025, Mr. Callas has served as Chief Executive Officer and Managing Director of Fractal Dynamics s.r.o., a Slovak technology company focused on the commercial application of advanced Earth-intelligence technologies for natural-resource identification and verification. He is also a Director and member of the Audit Committee of Noveris Health Sciences Inc. (CSE: NVRS), having joined its Board in March 2025, and has been a Director of Central European technology consultancy Engrenage s.r.o. since May 2019. Mr. Callas founded EVOO AI PLC in November 2023 and served as its Chief Strategy Officer and Director until 2026. Previously, he was Senior Vice President and Global Head of elloU/TalentPlus at Talenthouse AG, where he led the development of a digital-banking and embedded-finance proposition for the creative industries. From February 2019 to May 2021, Mr. Callas was Chief Strategy Officer of Vacuumlabs Group, contributing to digital-banking programmes including Mox by Standard Chartered in Hong Kong and Daylight, a digital bank serving the LGBTQ+ community. From February 2017 to January 2019, he was EY Global Digital Ventures Leader for Global Advisory, focusing principally on financial services and venture creation. Earlier, Mr. Callas served as Global Head of Emerging Technology at Vodafone Group from May 2013 to May 2015, working across consumer innovation, corporate ventures and mobile financial services. He was Chief Executive Officer of StepOne Ventures from May 2011 to August 2013 and, through StepOne, served as Senior Advisor to BBVA Innovation & Technology from November 2011 to August 2016. Mr. Callas has undertaken board and advisory roles with LenddoEFL, Synx.co and Smart Viewing and has taught or delivered guest lectures at IE Business School, IED, the London School of Economics and Stanford University.	March 21, 2025	Nil Common Shares

Name, Province, Country of Residence & Position(s)	Principal Occupation Business or Employment for Last Five Year [(1)]	Date Elected or Appointed as Director	Number of Shares Owned
	Before entering business, Mr. Callas worked professionally as an operatic baritone and bass-baritone, appearing with Boston Lyric Opera and New York's Dicapo Opera Theatre. He holds a Bachelor of Arts in Voice and Opera from the State University of New York at Purchase and a Graduate Diploma in Opera Performance from Boston University.		

Notes:

1. The information as to principal occupation, business or employment and Shares beneficially owned or controlled is not within the knowledge of the management of the Company and has been furnished by the respective nominees and from insider reports available at www.sedi.ca. Each nominee has held the same or similar principal occupation with the organization indicated or a predecessor thereof for the last five years.
2. Member of Audit Committee.

Details of Directors Not Previously Elected by a Shareholder Vote

Mr. Jason Birmingham

Mr. Birmingham has over 33 years of experience as an entrepreneurial executive and consulting professional. Mr. Birmingham brings to the Company hands-on experience in domestic and international private and public company start-ups.

Since April 1999 he has run his own consulting business and has been involved with many companies in the capacities of founder/principal, senior officer, director and/or financier. He brings experience with project generation, deal negotiation & acquisition, corporate structuring & strategic planning, private and public company finance & regulatory compliance, public & investor relations marketing and board & committee activities. Industries served include resource exploration/exploitation, technology, hospitality and agri-business. He has been a director of several publicly listed companies on the TSX Venture Exchange and Canadian Securities Exchange. His network of contacts within the financial and business community extends across North America and Europe.

Jason completed the Canadian Securities Course in 1995 and completed the Real Estate Salesperson's Sub-Mortgage Broker's Pre-Licensing Course through the Faculty of Commerce and Business Administration, at the University of British Columbia in 1996.

Additional Information Concerning Nominees

As of the date of this Information Circular, the directors and executive officers of the Company, as a group, beneficially own, directly or indirectly, Nil Common Shares representing Nil percentage of the issued and outstanding Common Shares.

None of the proposed nominees for election as director is being nominated pursuant to any arrangement or understanding between the proposed director and any other person or company.

Management does not anticipate that any of the nominees will be unable or unwilling to serve as directors. However, if any vacancies occur in the slate of nominees prior to the Meeting, the **management designees, if named as proxy,** reserve the right to exercise discretionary authority to vote the Common Shares represented by proxy in favour of the election of such other nominees as may be designated by Management, provided that such action is permitted under applicable law.

Unless otherwise directed, the management designees, if named as proxy, intend to vote the Common Shares represented by any such proxy FOR the election of each of the nominees specified above as directors of the Company for the ensuing year.

Cease Trade Orders and Conflicts of Interest

To the knowledge of the Company, other than as disclosed below, as of the date hereof, no director nominee or executive officer of the Company is, or within the ten years prior to the date of this Information Circular has been, a director or executive officer of any company, including the Company, that while that person was acting in that capacity:

a. was the subject of a cease trade order or similar order or an order that denied the company access to any exemption under securities legislation for a period of more than 30 consecutive days; or

b. was subject to an event that resulted, after the director ceased to be a director or executive officer of the company being the subject of a cease trade order or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or

c. within a year of that person ceasing to act in that 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.

On May 2, 2024, and May 9, 2024, the British Columbia Securities Commission (the "**BCSC**") and the Ontario Securities Commission (the "**OSC**"), respectively, granted a management cease trade order (the "**MCTO**") to the Company, providing additional time to file its annual financial statements and accompanying MD&A for the year ended December 31, 2023 (the "**2023 Annual Filings**"). The Company filed the 2023 Annual Filings on July 2, 2024, and the MCTO was subsequently revoked by the BCSC on July 5, 2024, and by the OSC on July 8, 2024.

On May 1, 2025, the BCSC granted a MCTO to the Company, providing additional time to file its annual financial statements and accompanying MD&A for the year ended December 31, 2024 (the "**2024 Annual Filings**"). The Company filed the 2024 Annual Filings on July 2, 2025, and the MCTO was subsequently revoked by the BCSC on July 10, 2025.

The directors are required by law to act honestly and in good faith with a view to the best interests of the Company and to disclose any interests that they may have in any project or opportunity of the Company. If a conflict of interest arises at a meeting of the Board, any director in a conflict will disclose his interest and abstain from voting on such matter.

Bankruptcies

To the knowledge of the Company, as of the date of this Information Circular, no proposed nominee for election as a director of the Company, has been within the past 10 years, a director or executive officer of any company that, while the person was acting in such capacity, or within one year of ceasing to do so:

(a) became bankrupt;

(b) made a proposal under any legislation relating to bankruptcy or insolvency;

(c) was subject to or instituted any proceedings, arrangements, or compromises with creditors; or

(d) had a receiver, receiver manager, or trustee appointed to hold its assets.

Individual Bankruptcies

To the best of the Company's knowledge, no proposed director of the Company has, within ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Penalties and Sanctions

To the best of the Company's knowledge, no proposed director of the Company has been subject to, or entered into a settlement agreement resulting from:

(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.

APPOINTMENT AND REMUNERATION OF AUDITOR

At the Meeting, Shareholders will be asked to pass an ordinary resolution to appoint HDCPA Professional Corporation, as the auditor to hold office until the next annual meeting of the Shareholders or until such firm is removed from office or resigns as provided by law and to authorize the Board to fix the remuneration to be paid to the auditor.

Management recommends that Shareholders vote for the approval of the appointment of HDCPA Professional Corporation, as the auditor for the Company for the ensuing year at a remuneration to be fixed by the Board. Unless otherwise directed, the management designees, if named as proxy, intend to vote the Common Shares represented by any such proxy FOR the appointment of HDCPA Professional Corporation as auditors of the Company at remuneration to be fixed by the Board.

APPROVAL OF OMNIBUS LONG-TERM INCENTIVE PLAN

On July 21, 2026, the Board adopted an omnibus long term incentive plan (the "**Omnibus Plan**") to provide the Company with greater flexibility in granting various types of non-transferable equity-based incentive awards. These awards include stock options, restricted share units, deferred share units, performance awards and other share-based awards (collectively, the "**Awards**") that are available to the Board for grant to eligible Participants (as defined in the Omnibus Plan).

The Omnibus Plan is amended and restated from the Company's current 20% rolling equity incentive plan (the "**Old Plan**"), which was approved by the Shareholders at the annual general and special meeting held on October 1, 2025. Under the Omnibus Plan, the total number of Common Shares may be reserved and issued shall not exceed twenty percent (20%) of the Company's issued and outstanding Common Shares at any given time.

All Options and other awards previously issued under the Old Plan will be amended to fall under and be governed by the terms of the Omnibus Plan, subject to Shareholder approval.

As the Omnibus Plan is an "evergreen plan" (also known as a rolling plan) under the policies of the CSE, in accordance with the policies of the CSE, an issuer that has a rolling plan must have its shareholders approve the plan within three years after institution and within every three years thereafter. Accordingly, Shareholders are being asked to ratify, confirm and approve the Company's Omnibus Plan and to re-approve the Omnibus Plan by the Shareholders no later than September 4, 2029.

At the Meeting, Shareholders will be asked to consider and, if deemed appropriate, to approve the Omnibus Plan by ordinary resolution for a term of three years. A copy of the Omnibus Plan is attached as Schedule "B" to this Information Circular, and a summary of its key provisions and updates is included under the *heading "Stock Option Plans and Other Incentive Plans."*

Accordingly, at the Meeting, Shareholders are being asked to consider and, if thought advisable, approve an ordinary resolution in the following form:

"BE IT RESOLVED THAT:

1. the omnibus long-term incentive plan (the "**Omnibus Plan**"), substantially in the form attached at Schedule "B" to the management information circular of the Company dated July 21, 2026, be and is hereby ratified, confirmed, and approved, and shall replace the Company's existing 20% rolling equity incentive plan (the "**Old Plan**");

2. the maximum number of Common Shares of the Company that may be issued under the Omnibus Plan shall not exceed twenty percent (20%) of the Company's issued and outstanding Common Shares from time to time;

3. the form of the Omnibus Plan may be amended, without further shareholder approval, to satisfy the requirements or requests of any regulatory authorities, including the Canadian Securities Exchange;

4. subject to the effectiveness of the Omnibus Plan, all existing options and restricted share units of the Company issued under the respective Old Plan, shall be amended such that they are governed by the terms of the Omnibus Plan and no longer governed by the Old Plan;

5. any director or officer be and is hereby authorized to amend the Omnibus Plan should such amendments be required by applicable regulatory authorities; and

6. any director or officer of the Company be and is hereby authorized and directed to do and perform all such acts and things and to execute and deliver or cause to be delivered, for, in the name of and on behalf of the Company (whether under the seal of the Company or otherwise) all such agreements, instruments and other documents as in such individual's opinion may be necessary or desirable to perform the terms of this resolution."

Unless otherwise instructed, the persons named in the enclosed proxy or voting instruction form intend to vote such proxy or voting instruction form in favour of the approval of the Omnibus Plan. The directors of the Company recommend that Shareholders vote in favour of the approval of the Omnibus Plan. To be adopted, this resolution is required to be passed by the affirmative vote of a majority of the votes cast at the Meeting.

The resolution must be approved by a simple majority approval of the votes cast at the Meeting by the holders of Common Shares. If the Omnibus 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.

APPROVAL OF AMENDMENT OF THE COMPANY'S ARTICLES

On July 21, 2026, the Board approved an amendment to Section 11.3 of the articles of the Company to change the quorum requirement for the Company.

At the Meeting, Shareholders will be asked to consider and, if thought advisable, approve a special resolution (the "**Quorum Amendment Resolution**") authorizing an amendment to Section 11.3 of the articles of the Company to reduce the quorum required for the transaction of business at a meeting of shareholders.

Section 11.3 of the articles of the Company currently provides that:

"Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting."

The board of directors of the Company (the "**Board**") has determined that it is in the best interests of the Company to reduce this quorum requirement. If approved, the quorum of the articles of the Company would be amended and restated to read as follows:

"Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one shareholder present in person or represented by proxy."

Accordingly, at the Meeting, Shareholders are being asked to consider and, if thought advisable, approve a special resolution in the following form:

"BE IT RESOLVED THAT:

1. Article 11.3 of the articles of the Company be and is hereby deleted in its entirety and replaced with the following: *"Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one shareholder present in person or represented by proxy."*

2. Any one director or officer of the Company be and is hereby authorized and directed to execute and file, or cause to be filed, with the Registrar of Companies for the Province of British Columbia a Notice of Alteration in respect of the foregoing amendment, and to do all such other acts and things as may be necessary or desirable to give effect to this special resolution."

Unless otherwise instructed, the persons named in the enclosed proxy or voting instruction form intend to vote such proxy or voting instruction form in favour of the approval of the Amendment of

the articles of the Company**. The directors of the Company recommend that Shareholders vote in favour of the approval of the amendment of the** articles of the Company**.**

To be effective, the Quorum Amendment Resolution must be approved by not less than 66⅔% of the votes cast by shareholders present in person or represented by proxy at the Meeting. If approved, the Company will file a Notice of Alteration with the British Columbia Registrar of Companies to give effect to the amendment, and the amendment will become effective on the date shown on the certified copy of the Notice of Alteration issued by the Registrar.

STATEMENT OF EXECUTIVE COMPENSATION

The following *Statement of Executive Compensation* is prepared in accordance with applicable securities legislation, and its purpose is to provide disclosure of all compensation earned by certain executive officers and directors in connection with their position as an officer of or consultant to the Company.

General

For the purpose of this Statement of Executive Compensation:

"**CEO**" means an individual who acted as chief executive officer of the company, or acted in a similar capacity, for any part of the most recently completed financial year;

"CFO" means an individual who acted as chief financial officer of the company, or acted in a similar capacity, for any part of the most recently completed financial year;

"**Company**" means Noveris Health Sciences Inc.;

"Compensation Securities" includes Options, convertible securities, exchangeable securities and similar instruments including stock appreciation rights, deferred share units and restricted stock units granted or issued by the company or one of its subsidiaries for services provided or to be provided, directly or indirectly, to the company or any of its subsidiaries;

"**NEO**" or "**named executive officer**" means each of the following individuals:

(a) a CEO;

(b) a CFO;

(c) in respect of the Company and its subsidiaries, the most highly compensated executive officer other than the 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 National Instrument 51-102, for that financial year; and

(d) each individual who would be an NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the Company, nor acting in a similar capacity, at the end of that financial year;

For the purposes of the following disclosure, the Company's NEOs for the financial year ended December 31, 2025 were David Joshua Bartch – CEO and President, John Ross – CFO and Corporate Secretary and Rakesh Jetly – former CMO (as defined below).

Director and NEO compensation, excluding options and compensation securities

Set out below is a summary of compensation paid or accrued during the Company's three most recently completed financial years to the Company's NEOs and directors for services provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof.

Director and Named Executive Officer Compensation Table

Table of compensation excluding Compensation Securities							
Name and principal position	**Year**	**Salary ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Peter Field(1)	2025	Nil	Nil	Nil	Nil	Nil	Nil
Director	2024	N/A	N/A	N/A	N/A	N/A	N/A
Michael Callas(2)	2025	Nil	Nil	Nil	Nil	Nil	Nil
Director	2024	N/A	N/A	N/A	N/A	N/A	N/A
John Ross(3)	2025	62,400	Nil	Nil	Nil	Nil	62,400
CFO and Corporate Secretary	2024	62,400	Nil	Nil	Nil	Nil	62,400
David Joshua Bartch(4)	2025	156,549	Nil	Nil	Nil	Nil	156,549
CEO, President, and Director	2024	410,938	65,750	Nil	Nil	Nil	476,689
Robert Roscow(5)	2025	Nil	Nil	Nil	Nil	Nil	Nil
Former Director, former Chief Science Officer	2024	422,513	65,750	Nil	Nil	Nil	488,263
Damon Michaels(6)	2025	Nil	Nil	Nil	Nil	Nil	Nil
Former COO	2024	422,513	65,750	Nil	Nil	Nil	488,263
Rakesh Jetly(7)	2025	201,287	Nil	Nil	Nil	Nil	201,287
Former CMO	2024	328,751	62,400	Nil	Nil	Nil	394,501

Note:

1. Mr. Field was appointed as a Director of the Company on March 18, 2025.
2. Mr. Callas was appointed as a Director of the Company on March 21, 2025.
3. Mr. Ross was appointed as a CFO of the Company on September 16, 2022 and as Corporate Secretary of the Company on July 21, 2023.
4. Mr. Bartch was appointed as President and CEO of the Company since July 30, 2018 and as Director of the Company on June 22, 2018. He resigned from all positions on March 10, 2026.

5. Mr. Roscow was appointed as Chief Science Officer ("CSO") on May 11, 2020 and as a director on December 9, 2020. He resigned from all positions on March 21, 2025.
6. Mr. Michaels was appointed as Chief Operations Officer ("COO") on May 11, 2020 and resigned from this position on January 22, 2025.
7. Dr. Jetly was appointed as Chief Medical Officer ("CMO") on November 17, 2020 and resigned from this position on December 31, 2025.

Other than as set forth in the foregoing table, the named executive officers and directors have not received, during the most recently completed financial year, compensation pursuant to any standard arrangement for the compensation of directors for their services in their capacity as directors, including any additional amounts payable for committee participation or special assignments, any other arrangement, in addition to, or in lieu of, any standard arrangement, for the compensation of directors in their capacity as directors, or any arrangement for the compensation of directors for services as consultants or experts.

External management companies

The Company is not party to any agreement or arrangement under which compensation was provided during the Company's most recently completed financial year ended December 31, 2025 or is payable in respect of services provided to the Company or any of its subsidiaries that were performed by a director or NEO, or performed by any other party but are services typically provided by a director or a NEO or a person performing services of a similar capacity.

Stock options and other Compensation Securities

No stock options or other Compensation Securities were granted or issued to any directors or NEOs of the Company during the most recently completed financial year ended December 31, 2025.

Exercise of Compensation Securities

No directors or NEOs of the Company have exercised any Compensation Securities during the most recent year ended December 31, 2025.

Pension Plan Benefits and Other Deferred Compensation Plans

The Company does not have any pension or deferred compensation plan.

Stock Option Plan and Other Incentive Plans

The table below provides the comparison between the Old Plan and Omnibus Plan. Full details of Omnibus Plan are attached as Schedule "B" of this Information Circular for review.

Feature	Old Plan	Omnibus Plan
Governing law	British Columbia (BCBCA) with U.S. tax/securities overlay (Code §422/§409A, U.S. Securities Act)	British Columbia and federal laws of Canada — no U.S. tax overlay
Award types	Options (ISOs/NQSOs), RSUs, Unrestricted Stock Bonuses, Dividend Equivalents	Options, RSUs, PSUs, DSUs, Dividend Share Units

Administrator	Board, may delegate to Committee (Compensation Committee or other Board-designated committee); Committee may sub-delegate to officers/Directors (cannot delegate in a way that breaches Exchange Policies)	Board, may delegate to Compensation Committee; day-to-day administration delegable to officers/employees
Eligible participants	Employees, officers, Directors, consultants, independent contractors, advisors, Non-Employee Directors, and persons to whom an offer of engagement is extended	Officers, employees, Consultants (Options/RSUs/PSUs); Non-Employee Directors (DSUs, RSUs, Options)
Share reserve mechanism	Evergreen: 20% of issued and outstanding Shares	Evergreen/rolling: 20% of issued and outstanding Shares; requires shareholder reapproval every 3 years
Insider/Related Person annual limit	5% of Shares outstanding to Related Persons in any 1-year period (absent disinterested approval); 2% to Consultants; 1% to Non-Employee Directors as a whole	No fixed general Insider/Consultant percentage cap; 2% annual cap applies specifically to Investor Relations Activities (Options only)
Non-Employee Director individual $ cap	US$100,000 (Options) / US$150,000 (all Awards) Fair Market Value per calendar year	No equivalent individual dollar cap
Options — exercise price floor	100% of Fair Market Value (110% for 10%+ ISO holders)	Market Price, minimum $0.05/share
Options — term	Max 10 years; blackout extension to 10th business day after blackout ends (non-U.S. taxpayers only)	Max 10 years; blackout extension provision also present (Section 3.4)
Options — method of exercise	Cash, cheque, or property; net exercise permitted at Committee discretion; promissory notes expressly prohibited	Cash/bank draft/wire; cashless exercise via broker; net "Surrender" exercise using VWAP-based formula ($X = Y \times (A - B)/A$)
Options — replacement after cancellation	Not addressed	30-day moratorium before a new Award may be granted to the same Participant to replace a cancelled/forfeited/surrendered Option (unless Exchange permits otherwise)
ISO-specific rules	$100,000 annual vesting-value cap; 10%+ holders: 5-year max term, 110% exercise price floor; non-transferable except by will/descent	Not applicable — plan has no ISO concept

RSUs — nature/settlement	Right to receive one Share or cash equivalent; no performance conditions inherent to RSU (separate from Options)	Right to receive one Share (or Cash Equivalent); settlement by treasury issuance, open-market purchase, or combination, per Participant/Board election where permitted
RSUs — settlement deadline	No later than December 31 of the third calendar year following the year services were performed (Canadian-taxpayer-linked deadline)	Cash/open-market settlement: within 3 years of grant; treasury-issuance settlement: within 10 years of grant (or shorter if CSE requires)
RSUs — forfeiture on termination	Unvested RSUs forfeited/re-acquired for cancellation at no cost on termination, subject to Committee waiver	Treatment on termination left to the RSU Agreement, subject to Plan's general conditions
PSUs	Not a distinct award type — performance conditions can attach generically to Options/RSUs	Distinct Award type with defined Performance Period and Performance Criteria set by the Board; PSUs failing criteria are forfeited/cancelled unless Award Agreement states otherwise
DSUs	Not offered under this plan	Distinct award for Non-Employee Directors; can fund all or part of annual retainer; vest no earlier than 12 months from grant; redemption notice required within 90 days following Termination Date (deemed notice if not delivered); settled in Shares, Cash Equivalent, or combination
Dividend Equivalents / Dividend Share Units	Dividend Equivalents permitted on RSUs/other Awards, but not on Options or value-appreciation-only Awards; accrued but not paid until underlying Award vests	Dividend Share Units credited on outstanding Awards, subject to same vesting conditions as underlying Award; capped by overall Plan share limits; settled in cash if insufficient Shares available
Unrestricted Stock Bonuses	Distinct award type — fully paid Shares for past services or cash purchase at FMV	No equivalent award type
Termination — resignation/retirement/without cause	Vested Awards expire on earlier of 90 days post-cessation or original expiry date; unvested Awards terminate on effective date of cessation; IR-related Participants limited to 30 days	Vested Options expire on earlier of 90 days post-Termination Date or original Expiry Date; unvested Options terminate on Termination Date
Termination — for cause	Not separately distinguished — same 90-day/expiry rule applies generally	All vested and unvested Options terminate immediately on Termination Date

Termination — death	Awards exercisable for 1 year following death, by estate/representative, only to the extent exercisable at date of death	Claims/entitlement period capped at 12 months following death or long-term disability
Termination — long-term disability	Not separately addressed	Same 12-month claim period as death
Change of control treatment	Committee discretion: cash-out at intrinsic value (or termination without payment if no value), assumption/substitution by successor, full vesting acceleration, or a sunset (cannot vest/exercise after a date certain)	Board discretion: substitution/replacement by successor entity on equivalent terms; if successor doesn't comply, discretionary full acceleration, subject to IR one-year-vesting carve-outs and conditional-exercise/reinstatement mechanics if the transaction doesn't complete
Amendment — Board authority without shareholder approval	Eligibility/participation limits; grant/exercise terms; compliance-driven changes; administrative terms	Housekeeping/clarifying amendments; compliance-driven changes; non-material administrative changes
Amendment — shareholder approval triggers	Increase in reserve; repricing; below-FMV pricing; transferability changes; term extension beyond original expiry; amendments to the no-approval carve-out itself	Increase in reserve; reduced exercise price for Insiders; term extension for Insiders; substitution of Insider awards with more favourable terms; new forms of financial assistance; amendments to this trigger list itself
Correction of defects/omissions	Committee may correct defects/supply omissions/reconcile inconsistencies without shareholder approval	Board has equivalent interpretive/correction authority under general administration powers (Section 2.2)
Investor Relations restrictions	Not addressed as a distinct category	2% annual Option-only cap; no other Award types to IR providers; minimum 1-year vesting (accelerable only with Exchange approval); 30-day post-termination exercise window; change-of-control acceleration for IR requires prior Exchange approval
U.S. securities law overlay	Extensive (Rule 144, Regulation S, Rule 701, California Addendum A, ISO qualification rules)	None

Employment, consulting and management agreements

Except as set out below, none of the Named Executive Officers or directors of the Company entered into any employment, consulting or management agreements with the Company during the financial year ended December 31, 2025, nor were any outstanding as of that date.

The Company entered into a consulting agreement with MavDB Consulting LLC ("**MavDB**"), a company controlled by David Joshua Bartch, effective October 1, 2021, pursuant to which MavDB provided the services of Mr. Bartch as Chief Executive Officer of the Company. Under the agreement, MavDB was entitled to a monthly base fee of USD$25,000 and a quarterly cash bonus of USD$12,000. Either party was entitled to terminate the agreement without cause on 30 days' prior written notice. The agreement was terminated and Mr. Bartch's fees ceased effective April 30, 2025. Mr. Bartch officially resigned as CEO of the Company on March 10, 2026.

The Company entered into a consulting agreement with Dr. Jetly MPC, a Medical Professional Corporation controlled by Dr. Rakesh Jetly, effective October 1, 2021, pursuant to which Dr. Jetly MPC provided the services of Dr. Jetly as Chief Medical Officer of the Company. Under the agreement, Dr. Jetly MPC was entitled to a monthly base fee of USD$20,000 and a quarterly cash bonus of USD$12,000. Either party was entitled to terminate the agreement without cause on 30 days' prior written notice. The agreement was terminated and Dr. Jetly's fees ceased effective June 30, 2025. Dr. Jetly formally resigned as CMO of the Company as of December 31, 2025.

The Company entered into an employment agreement with Robert Roscow effective May 8, 2020, pursuant to which Mr. Roscow served as Chief Science Officer of the Company. Under the agreement, Mr. Roscow was entitled to an annual base distribution of USD$90,000, subject to increase upon the achievement of certain funding milestones, and was also eligible for a discretionary annual bonus of up to 30% of his base salary, paid quarterly. Either party was entitled to terminate the agreement without cause on 30 days' prior written notice. Mr. Roscow's fees ceased during the year ended December 31, 2024. Mr. Roscow resigned from all positions effective March 21, 2025.

The Company entered into an employment agreement with Damon Michaels effective May 8, 2020, pursuant to which Mr. Michaels served as Chief Operating Officer of the Company. Under the agreement, Mr. Michaels was entitled to an annual base distribution of USD$90,000, subject to increase upon the achievement of certain funding milestones, and was also eligible for a discretionary performance-based annual bonus of up to 30% of his base salary, paid quarterly. Either party was entitled to terminate the agreement without cause on 30 days' prior written notice. Mr. Michaels's fees ceased during the year ended December 31, 2024. Mr. Michaels resigned effective January 22, 2025.

Oversight and description of director and named executive officer compensation

The Company does not have a formal compensation program. The Board is responsible for ensuring that the Company has in place an appropriate plan for executive compensation and for making recommendations with respect to the compensation of the Company's executive officers. The Board is responsible for all matters relating to the compensation of the directors and executive officers of the Company with respect to:

- general compensation goals and guidelines and the criteria by which bonuses and stock compensation awards are determined;
- amendments to any equity compensation plans adopted by the Board and changes in the number of Common Shares reserved for issuance thereunder; and
- other plans that are proposed for adoption or adopted by the Company for the provision of compensation.

The general objectives of the Company’s compensation strategy are to:

- compensate management in a manner that encourages and rewards a high level of performance and outstanding results with a view to increasing long-term shareholder value;
- align management’s interests with the long-term interests of shareholders;
- provide a compensation package that is commensurate with other companies to enable the Company to attract and retain talent; and
- ensure that the total compensation package is designed in a manner that takes into account the constraints that the Company is under by virtue of the fact that it is a technology company without a history of earnings.

Pension disclosure

The Company does not maintain any pension plans, including defined benefit, defined contribution, or deferred compensation plans, for any of its executive officers or directors.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

To the knowledge of the Company, no individual who is, or at any time during the most recently completed financial year was, a director or executive officer of the Company, no proposed nominee for election as a director of the Company and no associate of such persons:

- is or at any time since the beginning of the most recently completed financial year has been, indebted to the Company;
- whose indebtedness to another entity 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
- in relation to a securities purchase program or other program.

Furthermore, none of such persons were indebted to a third party during such period where their indebtedness was the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed in this Information Circular, no person or company listed below has had any material interest, direct or indirect, in any transaction since the beginning of the Company’s most recently completed financial year, or in any proposed transaction that has materially affected or would materially affect the Company:

- any director, proposed director, or executive officer of the Company;
- any person or company who beneficially owns, or exercises control or direction over, directly or indirectly, more than 10% of the voting rights attached to the outstanding Common Shares of the Company (an “Insider”);
- any director or executive officer of an Insider; or
- any associate or affiliate of any of the foregoing.

This excludes any interest arising solely from the ownership of Common Shares, where such person or company will receive no extra or special benefit or advantage not shared pro rata by all Shareholders.

EQUITY COMPENSATION PLANS

Summary Table

The following table sets forth the number of Common Shares to be issued upon exercise of outstanding options, warrants and rights, the weighted-average exercise price of such outstanding options, warrants and rights, and the number of Common Shares remaining available for future issuance under equity compensation plans as at December 31, 2025:

Plan Category	**Number of Common Shares to be issued upon exercise of outstanding options, rights, and RSUs (a)** [(1)]	**Weighted- average exercise price of outstanding options, rights, and RSUs (b)** [(1)]	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))** [(1)]
Equity compensation plans approved by security holders:	Nil	Nil	247,012
Equity compensation plans not approved by security holders	Nil	Nil	Nil
Total	**Nil**	**Nil**	**247,012**

AUDIT COMMITTEE DISCLOSURE

The Audit Committee acts in an objective and independent capacity as a liaison among the auditors, management and the Board, ensuring that the auditors have a forum for discussing governance and audit issues with parties not directly responsible for day-to-day operations.

In accordance with NI 52-110, NI 41-101 and Form 52-110F2, the Company, as a venture issuer, is required to disclose certain information relating to its Audit Committee and its relationship with the Company's independent auditors. As a venture issuer, the Company is entitled to rely on the exemptions available under National Instrument 52-110 – Audit Committees respecting audit committee composition and financial literacy requirements.

Audit Committee Charter

The Company's Audit Committee Charter sets out the responsibilities, authority, and composition of the Audit Committee, as well as its oversight role in relation to the Company's financial reporting and disclosure processes**.**

A copy of the Audit Committee Charter is attached to this Information Circular as Schedule "A".

Composition of Audit Committee and Independence

As of the date of this Information Circular, the Audit Committee of the Company is comprised of the following three members:

- Peter Field – Independent;

- Michael Callas – Independent; and
- Jason Birmingham – Not Independent

Relevant Education and Experience

Each member of the Audit Committee has education and experience relevant to the performance of his or her responsibilities as a member of the Audit Committee, including:

- an understanding of the accounting principles used by the Company and their application in connection with estimates, accruals and reserves;

- experience preparing, auditing, analyzing, or evaluating financial statements of comparable complexity, or supervising individuals engaged in such activities; and

- an understanding of internal controls and procedures for financial reporting.

The Company, as a venture issuer, is relying on the exemptions in section 6.1 of NI 52-110 and section 3.8 of NI 52-110 from certain requirements relating to audit committee composition.

Specifically, the education and experience of each Audit Committee member that is relevant to the performance of his responsibilities as an Audit Committee member is as follows:

Michael Callas - Mr. Callas is an entrepreneur, investor and technology executive with more than 15 years of C-level leadership and strategic advisory experience across fintech, digital banking, telecommunications, artificial intelligence and venture development. Peter Field - Mr. Field has experience in capital markets, capital raises, regulatory compliance, and corporate governance gained through his role as President of a biotech company.

Jason Birmingham – Mr. Birmingham has experience in public and private company finance, regulatory compliance, and board and committee activities gained through over 33 years as an entrepreneurial executive and consulting professional. He has served as a director of several companies listed on the TSX Venture Exchange and Canadian Securities Exchange, and completed the Canadian Securities Course in 1995.

Each member of the Audit Committee has education and experience that is relevant and sufficient to enable them to:

(a) Understand the accounting principles used by the Company to prepare its financial statements, and assess their general application, particularly with respect to estimates, accruals, and reserves;

(b) Possess experience in preparing, auditing, analyzing, or evaluating financial statements of comparable breadth and complexity to those expected of the Company, or have actively supervised individuals engaged in such activities; and

(c) Demonstrate an understanding of the Company's 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 any recommendation of the Audit Committee to nominate or compensate the Company's external auditor**.**

Reliance on Certain Exemptions

Since the commencement of the Company's most recently completed financial year, the Company has not relied on:

(a) the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110;
(b) The exemption in section 3.2 (*Initial Public Offerings*) of NI 52-110;
(c) The exemption in section 3.4 (*Events Outside Control of Member*) of NI 52-110;
(d) The exemption in section 3.5 (*Death, Disability or Resignation of Audit Committee Member*) of NI 52-110; or
(e) an exemption from NI 52-110, in whole or in part, granted under Part 8 (Exemptions).

Reliance on the Exemption in Subsection 3.3(2) or Section 3.6

At no time since the commencement of the Company's most recently completed financial year, has the Company relied on the exemption in subsection 3.3(2) (*Controlled Companies*) or section 3.6 (*Temporary Exemption for Limited and Exception Circumstances)* of NI 52-110.

Reliance on Section 3.8

At no time since the commencement of the Company's most recently completed financial year has the Company relied on section 3.8 (*Acquisition of Financial Literacy*) of NI 52-110.

Reliance on Section 6.1

Pursuant to section 6.1 of NI 52-110, as a venture issuer the Company is relying on the exemption from the audit committee composition requirements and certain reporting obligations found in Part 5 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services by the external auditor, which are outlined in the Audit Committee Charter under the section titled "External Auditors."

External Auditor Service Fees

In the table below:

- Audit Fees refer to fees billed by the Company's external auditor for the audit of the Company's annual financial statements.
- Audit-Related Fees refer to assurance and related services reasonably related to the performance of the audit or review, but not reported under Audit Fees.
- Tax Fees refer to fees for professional services related to tax compliance, tax advice, and tax planning.
- All Other Fees refer to fees for products and services not included in the above categories.

The aggregate fees billed by the Auditor in the last two fiscal years, by category, are as set out in the table below:

	Year-Ended December 31, 2025	**Year-Ended December 31, 2024**
Audit fees[(1)]	$60,000	$90,000
Audit Related Fees[(2)]	$14,382	$1,833
Tax Fees[(3)]	$9,000	$9,250
All Other Fees[(4)]	-	-
Total	**$83,382**	**$101,083**

Notes:

(1) "**Audit fees**" include aggregate fees billed by the Company's external auditor in each of the last two fiscal years for audit fees.

(2) "**Audited related fees**" include the aggregate fees billed in each of the last two fiscal years for assurance and related services by the Company's external auditor that are reasonably related to the performance of the audit or review of the Company's financial statements and are not reported under "Audit fees" above. The services provided include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "**Tax fees**" include the aggregate fees billed in each of the last two fiscal years for professional services rendered by the Company's external auditor for tax compliance, tax advice and tax planning. The services provided include tax planning and tax advice include assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "**All other fees**" include the aggregate fees billed in each of the last two fiscal years for products and services provided by the Company's external auditor, other than "Audit fees", "Audit related fees" and "Tax fees" above.

Exemption

As a venture issuer, the Company is relying on the exemption in section 6.1 of NI 52-110 from the requirements of Parts 3 (*Composition of the Audit Committee*) and 5 (*Reporting Obligations*).

CORPORATE GOVERNANCE DISCLOSURE

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. Corporate governance encourages establishing a reasonable degree of independence of the Board from executive management and the adoption of policies to ensure the Board recognizes the principles of good management. The Board is committed to sound corporate governance practices, which are in the interest of its Shareholders and contribute to effective and efficient decision making.

National Policy 58-201 *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. The Company will continue to review and implement corporate governance guidelines as the business of the Company progresses and becomes more active in operations. National Instrument 58-101 *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices in Form 58-101F2, which disclosure is set out below.

Board of Directors

The mandate of the Board is to supervise the management of the Company and to act in the best interests of the Company. The Board acts in accordance with:

- the BCA;
- the Company's articles of incorporation; and
- other applicable laws and Company policies.

The Board approves all significant decisions that affect the Company before they are implemented. The Board supervises their implementation and reviews the results.

The Board is actively involved in the Company's strategic planning process. The Board discusses and reviews all materials relating to the strategic plan with management. The Board is responsible for reviewing and approving the strategic plan. At least one Board meeting each year is devoted to discussing and considering the strategic plan, which takes into account the risks and opportunities of the business. Management must seek the Board's approval for any transaction that would have a significant impact on the strategic plan.

The Board periodically reviews the Company's business and implementation of appropriate systems to manage any associated risks, communications with investors and the financial community and the integrity of the Company's internal control and management information systems. The Board also monitors the Company's compliance with its timely disclosure obligations and reviews material disclosure documents prior to distribution. The Board periodically discusses the systems of internal control with the Company's external auditor.

The Board is responsible for choosing the CEO, CFO and appointing senior management and for monitoring their performance and developing descriptions of the positions for the Board, including the limits on management's responsibilities and the corporate objectives to be met by the management.

The Board approves all the Company's major communications, including annual and quarterly reports, financing documents and press releases. The Board approves the Company's communication policy that covers the accurate and timely communication of all important information. It is reviewed annually. This policy includes procedures for communicating with analysts by conference calls.

The Board, through its Audit Committee, examines the effectiveness of the Company's internal control processes and management information systems. The Board consults with management and the Company's external auditor to ensure the integrity of these systems, and the Audit Committee reviews reports from the external auditor on the quality of the Company's internal control processes as part of each annual audit cycle.

The Board is responsible for determining whether or not each director is an independent director. Directors who also act as officers of the Company are not considered independent. Directors who do not also act as officers of the Company, do not work in the day-to-day operations of the Company, are not party to any material contracts with the Company, or receive any fees from the Company except as disclosed in this Information Circular.

The Board consists of three (3) directors, all of whom are considered independent with the exception of Mr. Birmingham, who is not independent as he is an executive officer of the Company. Messrs. Callas and Field are independent directors. Directors are considered to be independent if they have no direct or indirect material relationship with the Company. A "material relationship" is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director's independent judgment.

Directorships

The current directors of the Company (and each of the individuals to be nominated for election as a director of the Company at the Meeting, if any) may serve as a director or officer of one or more other reporting issuers as of the date of this Information Circular. However, our directors are required by law to act honestly and in good faith with a view to our best interests and to disclose any interests which they may have in any of our projects or opportunities. If a conflict of interest arises at a meeting of the Board, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not we will participate in any project or opportunity, the Board will consider, among other factors, the degree of risk to which the Company may be exposed and the Company's financial position at the relevant time:

To the best of our knowledge, there are no known existing or potential conflicts of interest among the Company and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies from time to time.

Name of Director	Names of Other Reporting Issuers of which the Director is a Director
Jason Birmingham	Abound Energy Inc. (CSE:ABND) Avaron Mining Corp. (TSXV:AVR) Fort St. James Nickel Corp. (TSXV:FTJ)
Peter Field	Clara Technologies Corp. (CSE:CLTE) YouneeqAl Technical Services, Inc. (OTC:YQAI)

Disclosure of Potential Conflicts.

To the best of the Board's knowledge, there are no known existing or potential material conflicts of interest between the Company and any of its directors, officers, promoters, or management personnel, except as follows:

- Certain individuals who serve as directors, officers, promoters, or members of management of the Company also serve in similar capacities with other public companies.
- As a result, conflicts of interest may arise from time to time due to these external business activities.

Orientation and Continuing Education

When new directors are appointed, they receive orientation appropriate to their level of experience regarding the Company's operations and their director responsibilities.

Board meetings also include presentations by the Company's management and employees to give directors additional insight into the Company's business. In addition, management makes itself available for discussions with all Board members.

The Board does not provide formal continuing education but encourages directors to individually and as a group remain informed of evolving corporate governance and legal issues. Directors are individually responsible for updating their skills as required to meet their obligations as directors. In addition, the Board undertakes strategic planning sessions with management.

Ethical Business Conduct

The Board recognizes the importance of conducting business ethically and with integrity and has adopted an insider trading policy governing the trading of securities of the Company by directors, officers, employees and other insiders. The Company also intends to adopt a stand-alone written code of business conduct. Until then, the Board relies on the following legal and governance mechanisms to guide ethical behavior and mitigate conflicts:

- Fiduciary duties under the BCA and the common law, requiring directors to act honestly, in good faith, and in the best interests of the Company;
- Statutory requirements to disclose material interests in contracts or transactions; and
- Abstention from voting on matters where a director has a material interest.

To date, the Board believes the foregoing measures have been effective in ensuring that the Board operates independently of management and in a manner consistent with the Company's best interests.

Nomination of Directors

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of view and experience.

The Board does not have a nominating committee, and these functions are currently performed by the Board as a whole. However, if there is a change in the number of directors required by the Company, this policy will be reviewed.

Compensation

The Board conducts reviews with regard to the compensation of the directors and CEO. At present, no cash compensation is paid to the directors of the Company in their capacity as directors. The Board does not currently have a compensation committee. Please refer to the section "Oversight and Description of Director and NEO Compensation" for an overview of the Company's approach to NEO and director compensation.

Other Board Committees

The Board does not have any standing 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 is currently responsible for assessing its own effectiveness, the effectiveness of individual directors and the effectiveness of the Audit Committee.

The Audit Committee provides an open avenue of communication between management, the Company's independent auditors and the Board, and assists the Board in overseeing:

- the integrity, adequacy and timeliness of the Company's financial reporting and disclosure practices;
- the Company's compliance with legal and regulatory requirements related to financial reporting; and
- the independence and performance of the Company's independent auditors.

The Audit Committee also performs such other activities as are consistent with the Audit Committee Charter, the articles of the Company and governing laws and that the Audit Committee or Board determines to be necessary or appropriate. See "Audit Committee Disclosure."

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

Certain directors and executive officers of the Company may be eligible to receive Awards under the Omnibus Plan and, accordingly, may have an interest in the approval of the Omnibus Plan. Other than as disclosed in this Information Circular, no director or executive officer of the Company, proposed nominee for election as a director, or any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors, the appointment of auditors and the approval of the Omnibus Plan.

LEGAL PROCEEDINGS

Other than as disclosed below, to the knowledge of the Company, there are no legal proceedings material to the Company to which the Company is a party, or of which any of its property is the subject matter, and the Company is not aware of any such proceedings being contemplated.

During March 2026, management became aware that a judgment had been rendered against the Company in the United Kingdom in respect of unpaid legal services, in the amount of £105,874. The Company anticipates settling this amount in the coming months.

OTHER MATTERS

Management of the Company knows of no other matters to come before the Meeting other than those referred to in the Notice of Meeting included at the beginning of this Information Circular. However, if any other matters that are not known to management should properly come before the Meeting, the accompanying form of proxy confers discretionary authority upon the persons named in the proxy to vote on such matters in accordance with their best judgment.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found on SEDAR+ at www.sedarplus.ca. Further financial information is provided in the comparative financial statements and the management's discussion and analysis of the Company for its most recently completed financial year ended December 31, 2025 and 2024, which have been filed on SEDAR+ (www.sedarplus.ca) under the Company's issuer profile. Shareholders may also obtain these documents, without charge, upon request to the Secretary of the Company or contact the Company at its head office by mail at Suite 1890, 1075 West Georgia Street, Vancouver, BC V6E 3C9, to request copies.

APPROVAL OF THE BOARD OF DIRECTORS

The Board has authorized and approved the content of this Information Circular and its delivery to each Shareholder of the Company entitled to receive it and to the appropriate regulatory agencies.

Dated at Vancouver, British Columbia as of the 21st day of July, 2026.

ON BEHALF OF THE BOARD

Noveris Health Sciences Inc.

"Jason Birmingham"

Jason Birmingham
Chief Executive Officer

SCHEDULE "A"

**CHARTER OF THE AUDIT COMMITTEE
OF THE BOARD OF DIRECTORS
OF NOVERIS HEALTH SCIENCES INC. (FORMERLY MYDECINE INNOVATIONS GROUP INC.)**
(the "**Company**")

1. PURPOSE

The duties and responsibilities of the Committee as they relate to the following matters, to the extent considered appropriate or desirable or required by Applicable Laws, are to:

1.1 The Audit Committee is ultimately responsible for the policies and practices relating to integrity of financial and regulatory reporting, as well as internal controls to achieve the objectives of safeguarding of corporate assets; reliability of information; and compliance with policies and laws. Within this mandate, the Audit Committee's role is to:

(a) support the Board of Directors in meeting its responsibilities to shareholders;

(b) enhance the independence of the external auditor;

(c) facilitate effective communications between management and the external auditor and provide a link between the external auditor and the Board of Directors;

(d) increase the credibility and objectivity of the Company's financial reports and public disclosure.

1.2 The Audit Committee will make recommendations to the Board of Directors regarding items relating to financial and regulatory reporting and the system of internal controls following the execution of the Committee's responsibilities as described herein.

1.3 The Audit Committee will undertake those specific duties and responsibilities listed below and such other duties as the Board of Directors from time to time prescribe.

2. MEMBERSHIP

2.1 Each member of the Audit Committee must be a director of the Company.

2.2 The Audit Committee will consist of at least three members, the majority of whom are neither officers nor employees of the Company or any of its affiliates.

2.3 The members of the Audit Committee will be appointed annually by and will serve at the discretion of the Board of Directors.

3. AUTHORITY

3.1 In addition to all authority required to carry out the duties and responsibilities included in this charter, the Audit Committee has specific authority to:

(a) engage, and set and pay the compensation for, independent counsel and other advisors as it determines necessary to carry out its duties and responsibilities; and

(b) communicate directly with management and any internal auditor, and with the external auditor without management involvement.

(c) Approve interim financial statements and interim MD&A on behalf of the Board of Directors.

4. DUTIES AND RESPONSIBILITIES

4.1 The duties and responsibilities of the Audit Committee include:

(a) recommending to the Board of Directors the external auditor to be nominated by the Board of Directors;

(b) recommending to the Board of Directors the compensation of the external auditor;

(c) reviewing the external auditor's audit plan, fee schedule and any related services proposals;

(d) overseeing the work of the external auditor;

(e) ensuring that the external auditor is in good standing with the Canadian Public Accountability Board and will enquire if there are any sanctions imposed by the CPAB on the external auditor;

(f) ensuring that the external auditor meets the rotation requirements for partners and staff on the Company's audits;

(g) reviewing and discussing with management and the external auditor the annual audited financial statements, including discussion of material transactions with related parties, accounting policies, as well as the external auditor's written communications to the Committee and to management;

(h) reviewing the external auditor's report, audit results and financial statements prior to approval by the Board of Directors;

(i) reporting on and recommending to the Board of Directors the annual financial statements and the external auditor's report on those financial statements, prior to Board approval and dissemination of financial statements to shareholders and the public;

(j) reviewing financial statements, MD&A and annual and interim earnings press releases prior to public disclosure of this information;

(k) ensuring adequate procedures are in place for review of all public disclosure of financial information by the Company, prior to is dissemination to the public;

(l) overseeing the adequacy of the Company's system of internal accounting controls and internal audit process obtaining from the external auditor summaries and recommendations for improvement of such internal accounting controls;

(m) ensuring the integrity of disclosure controls and internal controls over financial reporting;

(n) resolving disputes between management and the external auditor regarding financial reporting;

(o) establishing procedures for:

  (i) the receipt, retention and treatment of complaints received by the Company from employees and others regarding accounting, internal accounting controls or auditing matters and questionable practices relating thereto; and

  (ii) the confidential, anonymous submission by employees of the Company or concerns regarding questionable accounting or auditing matters.

(p) reviewing and approving the Company's hiring policies with respect to partners or employees (or former partners or employees) of either a former or the present external auditor;

(q) pre-approving all non-audit services to be provided to the Company or any subsidiaries by the Company's external auditor;

(r) overseeing compliance with regulatory authority requirements for disclosure of external auditor services and Audit Committee activities.

4.2 The Audit Committee will report, at least annually, to the Board regarding the Committee's examinations and recommendations.

5. MEETINGS

5.1 The quorum for a meeting of the Audit Committee is a majority of the members of the Committee who are not officers or employees of the Company or of an affiliate of the Company.

5.2 The members of the Audit Committee must elect a chair from among their number and may determine their own procedures.

5.3 The Audit Committee may establish its own schedule that it will provide to the Board of Directors in advance.

5.4 The external auditor is entitled to receive reasonable notice of every meeting of the Audit Committee and to attend and be heard thereat.

5.5 A member of the Audit Committee or the external auditor may call a meeting of the Audit Committee.

5.6 The Audit Committee will meet separately with the President and separately with the Chief Financial Officer of the Company at least annually to review the financial affairs of the Company.

5.7 The Audit Committee will meet with the external auditor of the Company at least once each year, at such time(s) as it deems appropriate, to review the external auditor's examination and report.

5.8 The chair of the Audit Committee must convene a meeting of the Audit Committee at the request of the external auditor, to consider any matter that the auditor believes should be brought to the attention of the Board of Directors or the shareholders.

6. REPORTS

6.1 The Audit Committee will record its recommendations to the Board in written form which will be incorporated as a part of the minutes of the Board of Directors' meeting at which those recommendations are presented.

7. MINUTES

7.1 The Audit Committee will maintain written minutes of its meetings, which minutes will be filed with the minutes of the meetings of the Board of Director.

SCHEDULE “B”

NOVERIS HEALTH SCIENCES INC.

OMNIBUS LONG-TERM INCENTIVE PLAN

NOVERIS HEALTH SCIENCES INC.

OMNIBUS LONG-TERM INCENTIVE PLAN

Noveris Health Sciences Inc. (the "**Company**" or the "**Issuer**") hereby establishes an Omnibus Long-Term Incentive Plan for certain qualified directors, officers, employees and Consultants (as defined herein), providing ongoing services to the Company and/or its Subsidiaries (as defined herein) that can have a significant impact on the Company's long-term results.

ARTICLE 1—DEFINITIONS

Section 1.1 Definitions.

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

"**Act**" means the *Business Corporations Act* (British Columbia) and the regulations thereto;

"**Affiliates"** means an issuer or person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another issuer or person;

"**Award Agreement**" means, as the context requires, an Option Agreement, RSU Agreement, PSU Agreement, DSU Agreement, and/or Employment Agreement, individually or collectively, which sets out the terms of an Award, including any applicable grant notice or award certificate. Each Award Agreement shall be consistent with the terms of this Plan, except to the extent that this Plan expressly permits variation by written agreement.

"**Awards**" means Options, RSUs, PSUs and/or DSUs granted to a Participant pursuant to the terms of the Plan;

"**Black-Out Period**" means the period of time required by applicable law when, pursuant to any policies or determinations of the Company, securities of the Company may not be traded by Insiders or other specified persons, as applicable;

"**Board**" means the board of directors of the Company as constituted from time to time;

"**Broker**" has the meaning ascribed thereto in Section 3.7(2) hereof;

"**Business Day**" means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in Vancouver, British Columbia for the transaction of banking business;

"**Cancellation**" has the meaning ascribed thereto in Section 2.4(1) hereof;

"**Cash Equivalent**" means:

(a) in the case of Share Units, the amount of money equal to the Market Value multiplied by the number of vested Share Units in the Participant's Account, net of any applicable taxes in accordance with Section 8.4, on the Share Unit Settlement Date;

(b) in the case of DSU Awards, the amount of money equal to the Market Value multiplied by the whole number of DSUs then recorded in the Participant's Account which the Non- Employee Director requests to redeem pursuant to the

DSU Redemption Notice, net of any applicable taxes in accordance with Section 8.4, on the date the Company receives, or is deemed to receive, the DSU Redemption Notice;

“**Change of Control**” means unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

(a) any transaction (other than a transaction described in clause (b) below) pursuant to which any person or group of persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Company representing 50% or more of the aggregate voting power of all of the Company’s then issued and outstanding securities entitled to vote in the election of directors of the Company, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Company under any of the Company’s equity incentive plans.

(b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(c) the sale, lease, exchange, license or other disposition of all or substantially all of the Company’s assets to a person other than a person that was an Affiliate of the Company at the time of such sale, lease, exchange, license or other disposition;

(d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind up the Company’s business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and the shareholdings remain substantially the same following the re-arrangement);

(e) individuals who, on the Effective Date, are members of the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of the Plan, be considered as a member of the Incumbent Board; or

(f) any other matter determined by the Board to be a Change of Control.

“**Company**” means Noveris Health Sciences Inc., a corporation existing under the *Business Corporations Act* (British Columbia);

"Compensation Committee" means the Compensation Committee of the Board or an equivalent committee of the Board;

"**Consultant**" means, in relation to the Issuer, an individual (other than a Director, Officer or Employee of the Issuer or of any of its subsidiaries) or Company that:

(a) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Issuer or to any of its subsidiaries, other than services provided in relation to a Distribution;

(b) provides the services under a written contract between the Issuer or any of its subsidiaries and the individual or the Company, as the case may be; and

(c) in the reasonable opinion of the Issuer, spends or will spend a significant amount of time and attention on the affairs and business of the Issuer or of any of its subsidiaries;

"**CSE**" mean the Canadian Securities Exchange;

"**Director**" means a director of a corporation or an individual performing a similar function or occupying a similar position for a corporation or for any other person;

"**Dividend Share Units**" has the meaning ascribed thereto in Section 6.2 hereof;

"**DSU**" means a deferred share unit, which is a bookkeeping entry equivalent in value to a Share credited to a Participant's Account in accordance with Article 4 hereof;

"**DSU Agreement**" means a written notice from the Company to a Participant evidencing the grant of DSUs and the terms and conditions thereof, substantially in the form set out in Schedule "A", or such other form as the Board may approve from time to time;

"**DSU Redemption Deadline**" has the meaning ascribed thereto in Section 4.3(1) hereof;

"**DSU Redemption Notice**" has the meaning ascribed thereto in Section 4.3(1) hereof;

"**Eligible Participants**" has the meaning ascribed thereto in Section 2.3(1) hereof;

"**Employee"** means:

a) an individual who is considered an employee of the Issuer or of its subsidiary under the Income Tax Act (Canada) and for whom income tax, employment insurance and Canada Pension Plan deductions must be made at source;
b) an individual who works full-time for an Issuer or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Issuer or its subsidiary over the details and methods of work as an employee of the Issuer or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source; or
c) an individual who works for an Issuer or its subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Issuer or its subsidiary over the details and methods of work as an employee of the Issuer or of the subsidiary, as the case may be, but for whom income tax deductions are not made at source.

"**Employment Agreement**" means, with respect to any Participant, any written employment agreement between the Company or a Subsidiary and such Participant;

"**Exchange**" means the CSE and such other stock exchange on which the Shares may be listed;

"**Exercise Notice**" means a notice in writing signed by a Participant and stating the Participant's intention to exercise or settle a particular Award, if applicable;

"**Exercise Price**" has the meaning ascribed thereto in Section 3.3 hereof;

"**Expiry Date**" has the meaning ascribed thereto in Section 3.4 hereof;

"**Insider**" means:

a) a director or an officer of the Issuer,
b) a director or an officer of a Company that is itself an Insider or a subsidiary of the Issuer;
c) a Person that has
   (i) beneficial ownership of, or control or direction over, directly or indirectly, or
   (ii) a combination of beneficial ownership of, and control or direction over, directly or indirectly,

   securities of the Issuer carrying more than 10% of the voting rights attached to all the Issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the Person as underwriter in the course of a distribution; or
d) the Issuer if it has purchased, redeemed or otherwise acquired a security of its own issue, for so long as it continues to hold that security.

"**Investor Relations Activities**" means any activities or oral or written communications, by or on behalf of the Company or shareholder of the Company that promote or reasonably could be expected to promote the purchase, or sale of securities of the Company, but does not include:

(a) the dissemination of information provided, or records prepared, in the ordinary course of business of the Company:

(i) to promote the sale of its products or services, or

(ii) to raise public awareness of the Company, that cannot reasonably be considered to promote the purchase, or sale of securities of the Company;

(b) activities or communications necessary to comply with:

(i) applicable securities law, or

(ii) Exchange Requirements or the requirements of any other regulatory body having jurisdiction over the Company;

(c) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication that is of general and regular circulation if:

(i) the communication is only through the newspaper, magazine or publication, and

(ii) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or

(d) such other activities or communications that may be specified by the Exchange;

“**Investor Relations Service Provider**” includes any Consultant that performs Investor Relations Activities and any Director, Officer, Employee or Management Company Employee whose role and duties primarily consist of Investor Relations Activities (such persons are subject to limitations on the type and number of Awards they may receive under Section 2.5 of this Plan);

“**Issuer**” means a Company and its subsidiaries which have any of its securities listed for trading on the Exchange and, as the context requires, any applicant Company seeking a listing of its securities on the Exchange;

“**Management Company Employee**” means an individual employed by a Person providing management services to the Company which are required for the ongoing successful operation of the business enterprise of the Company, but excluding a Person engaged in Investor Relations Activities;

“**Market Value**” means, as of any date, the fair market value of the Shares, determined as follows:

- if the Shares are listed on the CSE, the Market Value shall be such price that is not lower than the greater of the closing market price of the Shares on the CSE on:
    - the trading day prior to the date of grant of an Option to a Participants; and
    - the date of grant of an Option to a Participant;
- if the Shares are listed on any other Exchange, the fair market value shall be the closing sales price of such shares (or the closing bid, if no sales were reported) as quoted on such Exchange for the market trading day immediately prior to the time of determination less any discount permitted by such Exchange; and
- if the Shares are not listed on an Exchange, the Market Value shall be determined in good faith by the Board;

“**Non-Employee Directors**” means members of the Board who, at the time of execution of an Award Agreement, if applicable, and at all times thereafter while they continue to serve as a member of the Board, are not officers or employees of the Company or a Subsidiary;

“Officer" means,

a) a chair or vice chair of the board of directors, or a chief executive officer, chief operating officer, chief financial officer, president, vice president, secretary, assistant secretary, treasurer, assistant treasurer or general manager,
b) an individual who is designated as an officer under a bylaw or similar authority of the Company, or
c) an individual who performs functions similar to those normally performed by an individual referred to in paragraph (a) or (b);

“**Option**” means an option granted by the Company to a Participant entitling such Participant to acquire one Share from treasury at the Exercise Price, but subject to the provisions hereof;

“**Option Agreement**” means a written notice from the Company to a Participant evidencing the grant of Options and the terms and conditions thereof, substantially in the form set out in Schedule “B”, or such other form as the Board may approve from time to time;

“**Participants**” means Eligible Participants that are granted Awards under the Plan;

“**Participant’s Account**” means an account maintained to reflect each Participant’s participation in RSUs, PSUs and/or DSUs under the Plan;

“**Performance Criteria**” means criteria established by the Board which, without limitation, may include criteria based on the Participant’s personal performance, the financial performance of the Company and/or of its Subsidiaries and/or achievement of corporate goals and strategic initiatives, and that may be used to determine the vesting of the Awards, when applicable;

“**Performance Period**” means the period determined by the Board pursuant to Section 5.3 hereof;

“**Person**” means, without limitation, an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a trustee executor, administrator, or other legal representative, and pronouns which refer to a Person shall have a similarly extended meaning;

“**Plan**” means this Omnibus Long-Term Incentive Plan, as amended and restated from time to time;

“**PSU**” means a right awarded to a Participant to receive a payment in the form of Shares (or the Cash Equivalent) as provided in Article 5 hereof and subject to the terms and conditions of the Plan;

“**PSU Agreement**” means a written notice from the Company to a Participant evidencing the grant of PSUs and the terms and conditions thereof, substantially in the form set out in Schedule “C”, or such other form as the Board may approve from time to time;

“**Regulatory Authorities**” means the Exchange and all securities commissions or similar securities regulatory bodies having jurisdiction over the Company;

“**RSU**” means a restricted share unit awarded to a Participant to receive a payment in the form of Shares (or the Cash Equivalent) as provided in Article 5 hereof and subject to the terms and conditions of the Plan;

“**RSU Agreement**” means a written notice from the Company to a Participant evidencing the grant of RSUs and the terms and conditions thereof, substantially in the form set out in Schedule “C”, or such other form as the Board may approve from time to time;

“**Security Based Compensation**” means any Deferred Share Unit, Performance Share Unit, Restricted Share Unit, Securities for Services, Stock Appreciation Right, Stock Option, Stock Purchase Plan, any security purchased from treasury by a Participant with financial assistance provided by the Company by any means whatsoever, or any other compensation or incentive mechanism involving the issuance or potential issuance of securities of the Company from treasury to a Participant.

For greater certainty, Security Based Compensation does not include:

(a) arrangements that do not involve the issuance or potential issuance of securities of the Company from treasury; or
(b) arrangements under which the compensation is settled solely in cash and/or securities purchased on the secondary market.

“**Shares**” means the common shares in the capital of the Company;

“**Share Unit**” means a RSU and/or PSU, as the context requires;

“**Share Unit Settlement Notice**” means a notice by a Participant to the Company electing the desired form of settlement of vested RSUs or PSUs;

“**Share Unit Vesting Determination Date**” has the meaning described thereto in Section 5.4 hereof;

“**Subsidiary**” means a corporation which is a subsidiary of the Company as defined under the Act;

“**Surrender**” has the meaning ascribed thereto in Section 3.7(3);

“**Surrender Notice**” has the meaning ascribed thereto in Section 3.7(3);

“**Tax Act**” means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

“**Termination Date**” means (i) with respect to a Participant who is an employee or officer of the Company or a Subsidiary, such Participant’s last day of active employment and does not include any period of statutory, reasonable or contractual notice or any period of deemed employment or salary continuance, (ii) with respect to a Participant who is a Consultant, the date such Consultant ceases to provide services to the Company or a Subsidiary, and (iii) with respect to a Participant who is a Non-Employee Director, the date such Person ceases to be a director of the Company or Subsidiary, effective on the last day of the Participant’s actual and active Board membership whether such day is selected by agreement with the individual, unilaterally by the Company and whether with or without advance notice to the Participant, provided that if a Non-Executive Director becomes an employee of the Company or any of its Subsidiaries, such Participant’s Termination Date will be such Participant’s last day of active employment and does not include any period of statutory, reasonable or contractual notice or any period of deemed employment or salary continuance, and “**Terminate**” and “**Terminated**” have corresponding meanings;

“**trading day**” means any day on which the Exchange is opened for trading;

“**transfer**” includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, lien, charge, pledge, encumbrance, grant of security interest or any arrangement by which possession, legal title or beneficial ownership passes from one Person to another, or to the same Person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing and “**transferred**”, “**transferring**” and similar variations have corresponding meanings;

“VWAP” means the volume-weighted average trading price of the Shares on the Exchange for the five (5) trading days immediately preceding the relevant date, calculated by dividing the total value by the total volume of Shares traded on such days, as reported by the Exchange.

ARTICLE 2—PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

Section 2.1 Purpose of the Plan.

The purpose of the Plan is to advance the interests of the Company by:

(i) providing Eligible Participants with additional incentives;

(ii) encouraging share ownership by Eligible Participants;

(iii) increasing the proprietary interest of Eligible Participants in the success of the Company;

(iv) promoting the growth, profitability, and long-term success of the Company;

(v) encouraging Eligible Participants to align their interests with long-term corporate performance;

(vi) rewarding Eligible Participants for sustained contributions and significant performance achievements; and

(vii) enhancing the Company's ability to attract, retain, and motivate talented individuals.

This Plan shall become effective upon the date of its approval by the shareholders of the Company in accordance with the rules of the Exchange. Notwithstanding the foregoing, the Board may, prior to shareholder approval, adopt this Plan and make grants of Awards hereunder conditional upon the Plan becoming effective, and any such conditional grants shall be of no force or effect unless and until shareholder approval is obtained and all required regulatory approvals, including acceptance by the Exchange, have been received.

Section 2.2 Implementation and Administration of the Plan.

(1) The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by the Compensation Committee. If the Compensation Committee is appointed for this purpose, all references to the term "Board" will be deemed to be references to the Compensation Committee, except as may otherwise be determined by the Board.

(2) Subject to the terms and conditions set forth in the Plan, the Board shall have the sole and absolute discretion to: (i) designate Participants; (ii) determine the type, size, and terms, and conditions of Awards to be granted; (iii) determine the method by which an Award may be settled, exercised, canceled, forfeited, or suspended; (iv) determine the circumstances under which the delivery of cash with respect to an Award may be deferred either automatically or at the Participant's or the Board's election; (v) interpret and administer, reconcile any inconsistency in, correct any defect in, and supply any omission in the Plan and any Award granted under, the Plan; (vi) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Board shall deem appropriate for the proper administration of the Plan; (vii) accelerate the vesting, delivery, or exercisability of, or payment for or lapse of restrictions on, or waive any condition in respect of, Awards; and (viii) make any other determination and take any other action that the Board deems necessary or desirable for the administration of the Plan or to comply with any applicable law.

(3) No member of the Board will be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan, any Award Agreement or other document or any Awards granted pursuant to the Plan.

(4) The day-to-day administration of the Plan may be delegated to such officers and employees of the Company as the Board determines.

(5) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions regarding the Plan or any Award or any documents evidencing any Award granted pursuant to the Plan shall be within the sole discretion of the Board, may be made at any time, and shall be final, conclusive, and binding upon all persons or entities, including, without limitation, the Company, any Subsidiary, any

Participant, any holder or beneficiary of any Award, and any shareholder of the Company.

Section 2.3 Eligible Participants.

(1) The Persons who shall be eligible to receive Options, RSUs and PSUs shall be the officers, employees or Consultants of or to the Company or a Subsidiary, providing ongoing services to the Company and/or its Subsidiaries, and the Persons who shall be eligible to receive DSUs, RSUs and Options shall be the Non-Employee Directors (collectively, "**Eligible Participants**").

(2) Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship, employment or appointment with the Company or a Subsidiary.

(3) Notwithstanding any express or implied term of the Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee of employment or appointment by the Company or a Subsidiary.

(4) For security-based compensation granted to or issued to Employees, Consultants or Management Company Employees, the Company and Participant represent respectively that each will ensure and confirm that the Participant is a bona fide Employee, Consultant or Management Company Employee, as the case may be.

Section 2.4 Shares Subject to the Plan.

(1) Subject to Section 2.4(2) and to adjustment under Article 7, the total number of Shares reserved and available for grant and issuance under the Plan shall not exceed twenty percent (20%) of the Company's issued and outstanding Shares from time to time, or such other number as may be approved by applicable exchange rules and shareholder approval, if required. For clarity, if the Company cancels or repurchases any of its issued and outstanding Shares (a "**Cancellation**") and, as a result, the Company exceeds the limit set under this Section 2.4(1), the issuance of Shares on the exercise of any Options granted prior to such Cancellation remains subject to compliance with applicable securities laws, exchange rules, and shareholder approvals, if required. The Plan is considered an "evergreen" plan, meaning that Shares covered by Awards that have been exercised, terminated, or settled shall again become available for future grants, and the number of Awards available will adjust as the number of issued and outstanding Shares changes over time.

(2) For greater certainty, subject to applicable securities laws, exchange requirements, and shareholder approvals, any issuance of Awards by the Company granted and issued as an inducement to individuals not previously employed by and not previously an Insider of the Company, where such Awards are issued outside of and not under this Plan, shall not be included in determining the maximum number of Shares reserved and available for grant and issuance under Section 2.4(1).

(3) Shares underlying Awards granted under the Plan that (i) are not exercised prior to termination, (ii) do not vest or settle prior to termination due to expiration, cancellation, or lapse, or (iii) are settled in cash rather than in Shares, shall in each case again become available for Awards to be granted under the Plan. All Shares issued from treasury pursuant to the exercise or vesting of Awards under the Plan shall, upon receipt of the applicable Exercise Price, if any, be issued as fully paid and non-assessable Shares.

(4) In accordance with the rules of the Exchange, the continued use of this Plan as a "rolling" or "evergreen" plan shall be subject to shareholder reapproval at least once every three

(3) years after the date of the most recent shareholder approval of the Plan. If such reapproval is not obtained within the required timeframe, the Company shall not make any new grants under the Plan until such reapproval is obtained.

Section 2.5 Limitations on Participation

(1) This Plan does not impose any specific limits on Awards granted under the Plan to Participants, Insiders, or Consultants, beyond those required under applicable securities laws, corporate law, or the rules of the Exchange. The Board may, in its discretion, establish additional limits, conditions, or thresholds on Security Based Compensation, including compensation mechanisms adopted outside of this Plan, as may be necessary or appropriate to comply with applicable legal, regulatory, or shareholder approval requirements, or to adopt internal governance standards or best practices.

(2) Notwithstanding any other provision of this Plan, the aggregate number of Shares issuable pursuant to Options granted as compensation to all Persons providing Investor Relations Activities shall not exceed 2% of the issued and outstanding Shares in any 12-month period, calculated as at the date of grant. No Awards other than Options shall be granted to Investor Relations Service Providers. Any Options granted in excess of this 2% limit shall be null and void unless prior written approval is obtained from the Exchange.

ARTICLE 3—OPTIONS

Section 3.1 Nature of Options.

Each Option is an option granted by the Company to a Participant entitling such Participant to acquire one Share from treasury at the Exercise Price, subject to the provisions hereof. No securities-based compensation other than Options shall be granted to Investor Relations Service Providers. Any such Options shall remain subject to the 2% limit set out in Section 2.5.

Section 3.2 Option Awards.

(1) The Board shall, from time to time:

(i) designate the Eligible Participants who may receive Options under the Plan;

(ii) determine the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted;

(iii) determine the price per Share to be payable upon the exercise of each such Option (the "**Exercise Price**");

(iv) determine the relevant vesting provisions (including Performance Criteria, if applicable); and

(v) determine the Expiry Date, the whole subject to the terms and conditions prescribed in the Plan, in any Option Agreement and any applicable rules of the Exchange.

(2) All Options granted herein shall vest in accordance with the terms of the resolutions of the Board approving such Options and the terms of the Option Agreement entered into in respect of such Options.

(3) If any Option is cancelled, surrendered, terminated, or forfeited prior to its expiry date for any reason other than due to its exercise, the Company shall not grant a new Option

or other Award under the Plan to the same Participant in replacement of the cancelled Option until at least thirty (30) days have elapsed from the date of cancellation, unless otherwise permitted by the policies of the Exchange.

Section 3.3 Exercise Price.

The minimum exercise price of a Stock Option must not be less than the Market Price. In any event, the exercise price for Stock Options shall not be less than $0.05 per share.

Section 3.4 Expiry Date; Blackout Period.

Each Option must be exercised no later than ten (10) years after the date the Option is granted or such shorter period as set out in the Participant's Option Agreement, at which time such Option will expire (the "**Expiry Date**"). Notwithstanding any other provision of the Plan, each Option that would expire during a Black-Out Period shall expire on the date that is ten (10) Business Days immediately following the expiration of the Black-Out Period so long as the Company formally imposes a formal blackout period failing which the term of the Option will not automatically be extended and no automatic extension will be permitted where the Company is subject to a cease trade order.

Section 3.5 Option Agreement.

Each Option must be confirmed by an Option Agreement. The Option Agreement shall contain such terms that may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any Regulatory Authority.

Section 3.6 Exercise of Options.

(1) Subject to the provisions of the Plan, a Participant shall be entitled to exercise an Option granted to such Participant, subject to vesting limitations which may be imposed by the Board at the time such Option is granted and set out in the Option Agreement.

(2) Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the optioned Shares and at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board may determine in its sole discretion.

(3) No fractional Shares will be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 7.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

Section 3.7 Method of Exercise and Payment of Purchase Price.

(1) Subject to the provisions of the Plan, the terms of Section 3.6, and the alternative exercise procedures set out herein, an Option granted under the Plan may be exercised from time to time by the Participant (or, if applicable, the liquidator, executor, or administrator of the Participant's estate) by delivering to the Company:

- A duly completed Exercise Notice (substantially in the form appended to the Option Agreement), and
- Payment of the aggregate Exercise Price and any applicable tax withholdings, in the form of a bank draft, certified cheque, wire transfer, or such other form of payment as the Board may approve from time to time.

(2) Pursuant to the Exercise Notice and subject to Board approval, a Participant may elect a "cashless exercise" by authorizing a broker (the "Broker") to sell on the open market such number of Shares as necessary to raise an amount equal to the aggregate Exercise Price and applicable tax withholdings. The Participant shall provide any authorizations reasonably required by the Broker and the Company to effect such sale, and the Broker shall forward the sale proceeds to the Company, following which the Company shall issue the Shares underlying the exercised Options as provided in the Exercise Notice.

(3) In lieu of exercising any vested Option under Sections 3.7(1) or 3.7(2), and subject to Section 3.6(3), a Participant (other than Investor Relations Service Providers) may elect to surrender an Option by delivering a properly completed Surrender Notice (substantially in the form appended to the Option Agreement) to the Corporate Secretary. Upon acceptance by the Board, the Participant shall receive that number of Shares calculated using the following formula, provided satisfactory arrangements have been made to pay applicable withholding taxes:

$$X = (Y \times (A - B)) / A$$

Where:

X = Number of Shares to be issued (if positive; if negative, no Shares shall be issued);

Y = Number of Shares underlying the Options surrendered;

A = 5-Day VWAP (as defined in the Plan).

B = Exercise Price of the Options.

(4) No Share certificates shall be issued, nor shall any person be recorded as a Shareholder, until the Company has received the applicable Exercise Notice or Surrender Notice and the related payment or withholding arrangements.

(5) Upon exercise under Section 3.7(1) or 3.7(3), the Company shall, within ten (10) Business Days, cause its transfer agent and registrar to deliver to the Participant (or as directed) the number of Shares specified in the Exercise Notice or Surrender Notice.

(6) The 5-Day VWAP shall be used in all calculations under the net exercise procedure described in Section 3.7(3).

(7) For greater certainty, in the case of a **cashless exercise** or **net exercise**, the number of Options exercised, surrendered, or converted (and not merely the number of Shares issued) shall count toward the limits set out in Sections 2.4 and 2.5 of the Plan.

Section 3.8 Termination of Employment.

(1) Subject to a written Employment Agreement of a Participant or Option Agreement and as otherwise determined by the Board, each Option shall be subject to the following conditions:

(a) **Termination for Cause.** Upon a Participant ceasing to be an Eligible Participant for "cause", all unexercised vested or unvested Options granted to such Participant shall terminate on the Termination Date as specified in the notice of termination. For the purposes of the Plan, the determination by the Company that the Participant was discharged for cause shall be binding on the Participant. Subject to the terms of the Employment Agreement, "cause" shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Company's Code of Ethics and any reason determined by the Company to be cause for termination.

(b) **Resignation, Retirement and Termination other than for Cause**. In the case of a Participant ceasing to be an Eligible Participant due to such Participant's resignation, retirement or termination other than for "cause", as applicable, subject to any later expiration dates determined by the Board, all Options shall expire on the earlier of ninety (90) days after the effective date of such Termination Date or the expiry date of such Option, to the extent such Option was vested and exercisable by the Participant on the effective date of such Termination Date, and all unexercised unvested Options granted to such Participant shall terminate on the effective date of such resignation, retirement or termination.

(c) **Death or Long-term Disability.** In the case of a Participant ceasing to be an Eligible Participant due to death or long-term disability, as applicable, the maximum period that there will be an entitlement to make a claim after the death or long-term disability of a participant will be no greater than 12 months following the death or long-term disability of the Participant.

(2) The Participant shall have no entitlement to damages or other compensation arising from or related to not receiving any awards which would have settled or vested or accrued to the Participant after the Termination Date.

(3) Notwithstanding any provision of this Section or any Employment Agreement to the contrary, no term of any Employment Agreement shall override the provisions of the Plan where doing so would result in non-compliance with applicable securities laws, the rules or policies of the Exchange, or any required shareholder or regulatory approvals. In case of any conflict, the terms of the Plan shall prevail to the extent necessary to ensure such compliance.

Section 3.9 Hold Period

If required under applicable securities laws, any Options granted under the Plan (and, as applicable, the underlying Shares) shall be subject to a statutory hold period expiring on the date that is four (4) months and one (1) day following the Date of Grant. The Option Agreements and any certificates or statements representing such securities shall bear the following legend (or such other legend as required by applicable law):

> **"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED HEREBY MUST NOT TRADE THE SECURITIES BEFORE [INSERT THE DATE THAT IS FOUR MONTHS AND ONE DAY AFTER THE DATE OF GRANT]."**

ARTICLE 4—DEFERRED SHARE UNITS

Section 4.1 Nature of DSUs.

A DSU is a unit granted to Non-Employee Directors representing the right to receive a Share or the Cash Equivalent, subject to restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing service as a Non-Employee Director (or other service relationship), vesting terms and/or achievement of pre-established Performance Criteria.

Section 4.2 DSU Awards.

(1) Subject to the Company's director compensation policy as determined by the Board from time to time, the Board may determine the portion of a Non-Employee Director's annual retainer fee that shall be paid in the form of DSUs and the portion that shall be paid in cash, which allocation may vary between Directors or from year to year. The number of DSUs granted shall be calculated by dividing the applicable portion of the retainer fee to be settled in DSUs by the Market Value of a Share on the applicable Date of Grant. Fractional DSUs may be rounded down to the nearest whole number, at the discretion of the Board. The Board may, in its discretion, permit Non-Employee Directors to elect to receive a specified percentage of their annual retainer in the form of DSUs, subject to such minimum or maximum thresholds as the Board may determine.

(2) Each grant of DSUs shall be evidenced by a DSU Agreement that sets forth the terms, conditions and limitations applicable to the DSUs. The DSU Agreement may include, without limitation, provisions regarding vesting, treatment upon the Termination Date, and such other terms as may be necessary to comply with applicable tax laws and the rules of any Regulatory Authority, including those of any jurisdiction in which the Participant is a resident or citizen. Each DSU Agreement shall be consistent with the terms of the Plan, and no provision of such agreement shall override the Plan unless such deviation is expressly permitted by the Plan or approved by the Board.

(3) Any DSUs granted to a Non-Employee Director who is a resident of Canada or employed in Canada (each for purposes of the Tax Act shall be structured to qualify either as a plan described in section 7 of the Tax Act or as a prescribed plan meeting the requirements of paragraph 6801(d) of the Income Tax Regulations under the Tax Act (or any successor provisions thereto).

(4) Subject to the DSUs vesting no earlier than 12 months from the date of grant and any other applicable conditions set out herein or in the applicable DSU Agreement, the Board shall determine, in its sole discretion, the form of settlement of DSUs awarded to Non-Employee Directors. Each DSU may entitle the holder to receive, upon redemption:

(i) one Share issued from treasury;
(ii) the Cash Equivalent of one Share;
(iii) either one Share issued from treasury, the Cash Equivalent of one Share, or a combination of Shares and cash, as determined by the Board; or
(iv) at the election of the Non-Employee Director (if permitted by the Board), either one Share issued from treasury, the Cash Equivalent of one Share, or a combination of Shares and cash.

For so long as the Company is listed on the CSE, the terms of DSU awards shall comply with the applicable policies of the CSE as may be amended or replaced from time to time. The form of settlement shall be specified in the applicable Award Agreement and is subject to Board approval.

Section 4.3 Redemption of DSUs.

(1) Subject to the terms of the Plan and applicable law, each Non-Employee Director shall be entitled to redeem his or her DSU during the period commencing on the first Business Day following the Termination Date and ending on the date that is no later than the 90th day following the Termination Date or such shorter period as may be set out in the applicable DSU Agreement (the "DSU Redemption Deadline"). Redemption shall be made by delivering a written notice (the "DSU Redemption Notice") to the Company indicating the number of DSUs to be settled and the manner of settlement, if applicable, including any registration instructions for the issuance of Shares. In the event of the death of a Non-Employee Director, the DSU Redemption Notice may be delivered by the duly authorized representative, administrator, or executor of the estate.

(2) If the Company does not receive a DSU Redemption Notice on or before the DSU Redemption Deadline, the Non-Employee Director (or, in the case of death, the estate representative) shall be deemed to have submitted the DSU Redemption Notice as of the DSU Redemption Deadline. Unless otherwise specified in the applicable DSU Agreement, the Board shall determine, in its sole discretion, whether the DSUs shall be settled in Shares, the Cash Equivalent, or a combination thereof, and such settlement shall occur as soon as practicable following the DSU Redemption Deadline and in accordance with the terms of the Plan and applicable laws.

(3) Subject to Section 8.4 and the DSU Agreement, settlement of DSUs shall take place promptly following the Company's receipt or deemed receipt of the DSU Redemption Notice through:

(a) in the case of settlement DSUs for their Cash Equivalent, delivery of bank draft, certified cheque, wire transfer or other acceptable form of payment to the Non-Employee Director representing the Cash Equivalent;

(b) in the case of settlement of DSUs for Shares, delivery of a Share to the Non-Employee Director; or

(c) in the case of settlement of DSUs for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.

ARTICLE 5—SHARE UNITS

Section 5.1 Nature of Share Units.

A Share Unit is an Award entitling the recipient to receive one Share (or the Cash Equivalent thereof), subject to such restrictions and conditions as the Board may determine at the time of grant. Such conditions may be based on continued service with the Company or its Affiliates, and/or the achievement of pre-established performance goals and objectives, as determined by the Board. Share Units shall be settled for no consideration, unless otherwise determined by the Board in accordance with applicable policies of the CSE.

Section 5.2 Share Unit Awards.

(1) Subject to the provisions of this Plan, the applicable policies of the CSE, and any shareholder or regulatory approvals that may be required, the Board shall, from time to time and in its sole discretion:

(i) designate the Eligible Participants who may receive RSUs and/or PSUs under the Plan;

(ii) fix the number of RSUs and/or PSUs to be granted to each Eligible Participant and the date(s) of grant; and

(iii) determine the applicable vesting conditions, restrictions, Performance Criteria (in the case of PSUs), Performance Period, and any other applicable terms or conditions,

in each case subject to the share reserve and individual limits under the Plan, the rules of the CSE, and the terms of the applicable RSU Agreement or PSU Agreement.

(2) Each RSU grant shall be evidenced by an RSU Agreement, which shall set out the terms, conditions, and limitations applicable to the RSUs, including without limitation vesting provisions, treatment on termination of employment or service, and any terms necessary to ensure compliance with:

- the policies of the CSE;

- the share reserve and individual limits under the Plan;
- applicable tax laws (including but not limited to the Income Tax Act (Canada)); and
- the rules of any applicable Regulatory Authority.

Each RSU Agreement shall be consistent with the terms of the Plan, except as otherwise expressly permitted herein.

(3) Each PSU grant shall be evidenced by a PSU Agreement, which shall set out the terms, conditions, and limitations applicable to the PSUs, including without limitation:

- the Performance Period and Performance Criteria;
- vesting provisions;
- treatment on termination of employment or service; and
- any terms necessary to ensure compliance with the same regulatory and tax considerations described in Section (2) above.

Each PSU Agreement shall be consistent with the terms of the Plan, except as otherwise expressly permitted herein.

(4) Any RSUs or PSUs granted to a Participant who is resident in Canada or employed in Canada (for purposes of the Income Tax Act (Canada)) shall be structured so as not to constitute a "salary deferral arrangement" within the meaning of subsection 248(1) of the Tax Act, or any successor provision thereto.

(5) Subject to the terms of the Plan and the applicable Award Agreement, the Board shall determine, at the time of grant or at the time of settlement, the form in which each RSU or PSU shall be settled. A Participant may be entitled, or permitted to elect (as determined by the Board), to receive:

(i) one Share issued from treasury per Share Unit;

(ii) the Cash Equivalent of one Share;

(iii) a combination of cash and Shares, as determined by the Board in its sole discretion; or

(iv) at the election of the Participant (if permitted), one Share, the Cash Equivalent, or a combination thereof, subject to any limitations imposed by the Board.

For certainty, no Shares shall be issued from treasury in settlement of RSUs or PSUs unless such issuance is permitted under the terms of the Plan and the applicable policies of the CSE. Any such issuance is also subject to the share reserve limits and any required shareholder or regulatory approvals.

The settlement of Share Units (including RSUs and PSUs) shall occur in accordance with the Plan and the applicable Award Agreement, subject to the policies of the CSE and all applicable laws.

Unless otherwise specified in the Award Agreement, settlement of vested RSUs or PSUs shall be initiated by the Participant delivering a duly completed Share Unit Settlement Notice to the Company, specifying the desired form of settlement in accordance with the terms of the applicable Award Agreement and this Plan. The Company shall not be required to settle any Share Units unless and until such Share Unit Settlement Notice has been received, except as otherwise provided herein or in the Award Agreement.

(i) If settled in cash or by acquiring Shares on the open market, settlement must occur no later than three (3) years from the date of grant of the Share Unit;

(ii) If settled by issuance of Shares from treasury, settlement must occur no later than ten (10) years from the date of grant, or such shorter period as may be required by the CSE or applicable law.

Upon settlement, the applicable RSUs or PSUs shall be cancelled and removed from the Participant's Account and shall have no further rights or value.

Section 5.3 Performance Criteria and Performance Period Applicable to PSU Awards.

(1) For each award of PSUs, the Board shall establish the period in which any Performance Criteria and other vesting conditions must be met in order for a Participant to be entitled to receive Shares in exchange for all or a portion of the PSUs held by such Participant (the "**Performance Period**").

(2) For each award of PSUs, the Board shall establish any Performance Criteria and other vesting conditions in order for a Participant to be entitled to receive Shares in exchange for his or her PSUs.

Section 5.4 Share Unit Vesting Determination Date.

The vesting determination date means the date on which the Board determines if the Performance Criteria and/or other vesting conditions with respect to a RSU and/or PSU have been met (the "Share Unit Vesting Determination Date"), and as a result, establishes the number of RSUs and/or PSUs that become vested, if any. RSUs and/or PSUs that do not satisfy the Performance Criteria shall be forfeited and cancelled unless otherwise provided in the applicable Award Agreement.

ARTICLE 6—GENERAL CONDITIONS

Section 6.1 General Conditions applicable to Awards.

Notwithstanding any other terms of this Plan, any Awards granted or issued under the Plan shall expire in accordance with the terms set by the Board at the time of grant, subject to applicable securities laws and corporate governance requirements. In the event of the death of a Participant, any claims under the Plan must be made no later than twelve (12) months following the date of death, unless otherwise determined by the Board.

(1) **Hold Period** – All Awards and the Shares issued pursuant to Awards shall be subject to any resale restrictions or hold periods required under applicable securities laws or exchange rules. In particular, the four-month statutory hold period under National Instrument 45-102 – Resale of Securities applies to most distributions of securities by reporting issuers, including on settlement of Awards, and Participants are responsible for compliance with all applicable resale restrictions. For clarity, the Company is not subject to any additional automatic hold period imposed by the rules of the Exchange beyond those required by applicable securities law, but all statutory resale restrictions remain applicable.

(2) Each Award, as applicable, shall be subject to the following conditions:

(a) **Employment** - The grant of an Award does not impose upon the Company or any Subsidiary any obligation to retain the Participant in employment or in any other capacity. Participation in the Plan does not confer upon any Participant any right to future grants or continued participation.

(b) **No Rights as a Shareholder** - A Participant (or their legal representatives) shall have no rights as a shareholder in respect of any Shares underlying an Award until the date such Shares are issued and the Participant's (or representative's) name is entered in the Company's share register. No adjustments shall be made for dividends or other rights for which the record date precedes such registration.

(c) **Conformity to Plan** – If an Award or Award Agreement is granted on terms that do not conform to the Plan, the Award shall be deemed adjusted to conform in all respects to the Plan, and the grant shall not be void or invalidated solely for nonconformity.

(d) **Non-Transferability** – Except as set forth herein, Awards are not transferable. Awards may be exercised only by:

a) the Participant;

b) upon the Participant's death, by the legal representative of the Participant's estate; or

c) upon the Participant's incapacity, the legal representative having authority to deal with the property of the Participant.

Such legal representatives must provide satisfactory evidence of their authority before exercising any Awards. Shares subscribed upon exercise must be registered only in the name of the exercising individual or representative.

(2) **No Guarantee –** For greater certainty, no Participant is entitled to future Awards, nor will any compensation or adjustment be paid for any decline in the value of the Company's Shares. No other benefit or compensation shall be provided for fluctuations in Share price.

(3) **Acceptance of Terms** – Participation in the Plan constitutes the Participant's acceptance of the Plan's terms and conditions and agreement to be bound by them.

Section 6.2 Dividend Share Units.

With respect to DSUs, RSUs, and/or PSUs (but excluding Options), when dividends (other than stock dividends) are paid on the Company's Shares, Participants holding such DSUs, RSUs, and/or PSUs shall be credited with additional units ("Dividend Share Units") as of the dividend payment date.

The number of Dividend Share Units to be credited to a Participant shall be calculated by multiplying:

- (i) the aggregate number of DSUs, RSUs, and/or PSUs held by the Participant on the relevant record date by
- (ii) the amount of the dividend paid per Share,
  and dividing the result by the Market Value on the dividend payment date.

Dividend Share Units shall be credited in the form of the same type of unit as the underlying Award (i.e., DSUs, RSUs, or PSUs) and shall be subject to the same vesting conditions as the related underlying Awards, in accordance with the applicable Award Agreement.

The maximum number of Shares that may ultimately be issued to satisfy obligations under this Section 6.2 shall be subject to the overall share limits set out in Sections 2.4 and 2.5 of the Plan.

In the event the Company does not have sufficient Shares available under the Plan to satisfy this obligation, the Company shall settle any such amounts owing in cash.

Section 6.3 Unfunded Plan.

Unless otherwise determined by the Board, the Plan shall be unfunded. To the extent any Participant or the Participant's estate holds any rights by virtue of the grant of Awards under the Plan, such rights shall (unless otherwise determined by the Board) be no greater than the rights of an unsecured general creditor of the Company.

ARTICLE 7—ADJUSTMENTS AND AMENDMENTS

Section 7.1 Adjustment to Shares Subject to Outstanding Awards.

(1) Any adjustment, other than in connection with a security consolidation or security split, to Security Based Compensation (including Awards under this Plan or any other compensation arrangement involving the potential issuance of securities from treasury) is subject to the prior acceptance of the Exchange, including adjustments related to an amalgamation, merger, arrangement, reorganization, spin-off, dividend or recapitalization.

Section 7.2 Amendment or Discontinuance of the Plan.

(1) The Board may, in its sole discretion, suspend or terminate the Plan at any time or from time to time and/or amend or revise the terms of the Plan or of any Award granted under the Plan and any agreement relating thereto, provided that such suspension, termination, amendment, or revision shall:

(a) not adversely alter or impair any Award previously granted except as permitted by the terms of the Plan or upon the consent of the applicable Participant(s); and

(b) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Company and of the Exchange, **including as set out** in Sections 7.2(3) and 7.2(4).

(2) If the Plan is terminated, the provisions of the Plan and any administrative guidelines, rules, and regulations adopted by the Board and in force on the date of termination shall continue in effect for the administration of any Awards then outstanding. Notwithstanding the termination of the Plan, the Board shall have the authority to amend the Plan or any Awards outstanding at the time of termination, provided that such amendments are permitted under this Section 7.2 and do not adversely affect Participants without their consent, except where such amendment is required to comply with applicable law or stock exchange requirements.

(3) Subject to Section 7.2(4), the Board may from time to time, in its discretion and without the approval of shareholders, make changes to the Plan or any Award that do not require shareholder approval under this Section, including:

(a) amendments necessary to comply with applicable law, the requirements of the Exchange, or any other regulatory authority having jurisdiction; and

(b) amendments of a "housekeeping" nature that do not materially affect the rights of any Participant, including clarifying existing provisions, correcting or supplementing inconsistent or incomplete provisions, correcting grammatical or typographical errors, or amending definitions relating to the administration of the Plan.

(4) Notwithstanding any other provision of this Plan, no amendment to the Plan or to any outstanding Award shall be made without the prior approval of the Exchange and Disinterested Shareholder Approval if required under applicable law or the policies of the Exchange. For clarity, Disinterested Shareholder Approval shall be required for any amendment that:

(a) increases the maximum number of Shares that may be issued from treasury under the Plan (other than pursuant to an adjustment under Section 7.1);

(b) reduces the exercise price of any Option or Award held by an Insider, other than pursuant to an adjustment under Section 7.1;

(c) extends the term of an Option or Award held by an Insider beyond its original expiry date;

(d) permits the substitution or replacement of any Option or Award held by an Insider with a new Option or Award of a different type or with more favourable terms;

(e) amends this Section 7.2(4) in a manner that would permit amendments described above without shareholder approval;

(f) adds any form of financial assistance for participants not previously contemplated by the Plan; or

(g) otherwise requires shareholder or regulatory approval under applicable law, securities regulations, or the policies of the Exchange.

In all cases, the Company shall comply with the applicable policies of the Exchange, and no amendment may be implemented until all required approvals have been obtained.

Section 7.3 Change of Control.

(1) In the event of a Change of Control (as defined in the Plan), all unvested Awards then outstanding may, at the discretion of the Board and subject to CSE acceptance and shareholder approval if required, be substituted or replaced with awards of the continuing entity (or any affiliate thereof) on the same or substantially similar terms and conditions, subject to appropriate adjustments that do not diminish the value of the original Awards.

(2) If, upon a Change of Control, the continuing entity fails to comply with Section 7.3(1), the vesting of all then outstanding Awards (and, if applicable, the time during which such Awards may be exercised) may, at the discretion of the Board, be accelerated in full, subject to the following conditions:

(a) Any acceleration of vesting of Options held by Investor Relations Service Providers is strictly subject to the prior written approval of the Exchange, in accordance with Policy 6.5(1) and Policy 7.2(2);

(b) No Awards other than Options may be granted to Investor Relations Service Providers, and such Options may not vest in less than one year from the date of grant, unless accelerated solely in connection with a Change of Control and with prior Exchange approval;

(c) No Awards granted or issued pursuant to the Plan, other than Options granted pursuant to the Plan, may vest before one year from the date of issuance or grant of the Award, except in the case of the Participant's death or where otherwise permitted under the policies of the Exchange.

(3) No fractional Shares or other security will be issued upon the exercise of any Award and accordingly, if as a result of a Change of Control, a Participant would become entitled to a fractional Share or other security, such participant will have the right to acquire only the next lowest whole number of Shares or other security and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

(4) Subject to Section 7.3(2)(a), in the event of a take-over bid, reverse take-over or other transaction leading to a Change of Control, the Board has the power, in its sole discretion, to accelerate the vesting of Options to at least one year following the date it is granted or issued and to permit Participants to conditionally exercise their Options, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of the take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.3(4) is not completed within the time specified (as the same may be extended), then despite this Section 7.3(4) or the definition of "Change of Control", (i) any conditional exercise of vested Options will be deemed to be null, void and of no effect, and such conditionally exercised Options will for all purposes be deemed not to have been exercised, and (ii) Options which vested pursuant to this Section 7.3(4) will be returned by the Participant to the Company and reinstated as authorized but unissued Shares and the original terms applicable to such Options will be reinstated.

(5) Subject to Section 7.3(2)(a), if the Board has, pursuant to the provisions of Section 7.3(4) permitted the conditional exercise of Options in connection with a potential Change of Control, then the Board will have the power, in its sole discretion, to terminate, immediately following actual completion of such Change of Control and on such terms as it sees fit, any Options not exercised (including all vested and unvested Options).

ARTICLE 8—MISCELLANEOUS

Section 8.1 Currency.

Unless otherwise specifically provided, all references to dollars in the Plan are references to Canadian dollars.

Section 8.2 Compliance and Award Restrictions.

(1) The Company's obligation to issue and deliver Shares under any Award is subject to: (i) the completion of any registration, qualification, or approval process that the Company deems necessary or advisable under applicable securities laws or stock exchange rules; (ii) the admission of such Shares to listing on any stock exchange where the Shares are then listed; and

(iii) the receipt from the Participant of any representations, agreements, undertakings, or other assurances that the Company reasonably deems necessary or advisable to ensure compliance with applicable securities laws and to safeguard against violations.

The Company shall take all reasonable steps to obtain such approvals, registrations, and qualifications as may be necessary to permit the issuance and listing of such Shares in compliance with applicable law.

(2) The Participant agrees to fully cooperate with the Company, including by executing and delivering all necessary agreements, undertakings, or documents and furnishing all required information, to facilitate the Company's compliance with applicable laws, rules, and requirements, including all tax withholding and remittance obligations.

(3) No Awards will be granted at any time when such grant is restricted under the Company's trading policies, blackout periods, or any other internal restrictions imposed by the Company.

(4) Nothing in this Plan or in any Award shall obligate the Company to issue or sell Shares if, in the opinion of the Board, such issuance or sale would violate any applicable law, rule, regulation, or approval condition.

(5) If the Company is legally or regulatorily restricted from issuing Shares upon the exercise or settlement of an Award, the Company's obligation to issue such Shares will terminate, and any funds paid by the Participant in connection with the exercise of an Option shall be promptly refunded.

(6) A Participant ceases to be a Participant under the Plan at the time they no longer hold any Awards that are exercisable or that may become exercisable.

(7) Nothing in this Plan shall prevent the Board from adopting other or additional compensation arrangements for the benefit of any Participant or any other Person, subject to any required regulatory, shareholder, or other approvals.

(8) The Board may adopt sub-plans or procedures applicable to Participants in jurisdictions outside Canada to accommodate tax, securities law, or regulatory requirements of those jurisdictions.

(9) All Participants who are Insiders shall comply with the Company's insider trading policy and applicable reporting obligations under securities law, including timely filing of insider reports.

Section 8.3 Use of an Administrative Agent and Trustee.

The Board may, in its sole discretion, appoint one or more entities from time to time to act as administrative agent to assist in administering Awards granted under the Plan and, if applicable, to act as trustee to hold and administer any assets that may be held in respect of such Awards, all in accordance with the terms and conditions determined by the Board.

The Company and any appointed administrative agent shall maintain records showing the number of Awards granted to each Participant under the Plan.

If the Company engages a trust company or similar organization to make open-market purchases of Shares to settle Awards for Eligible Participants, such purchases shall comply with applicable securities laws, exchange rules, and any other relevant regulatory requirements. For clarity, any such purchases shall be made in compliance with the rules governing normal course issuer bids or equivalent transactions, where applicable, under Canadian securities regulations.

Section 8.4 Tax Withholding.

(1) Notwithstanding any other provision of the Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of applicable source deductions. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding obligation may be satisfied by (a)

having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar or any trustee appointed by the Company pursuant to Section 8.3 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or appropriate to conform with local tax and other rules. Notwithstanding any other provision of the Plan, the Company shall not be required to issue any Shares or make payments under this Plan until arrangements satisfactory to the Company have been made for payment of all applicable withholdings' obligations.

(2) The sale of Shares by the Company, or by a Broker, under Section 8.4(1) or under any other provision of the Plan will be made on the Exchange. The Participant consents to such sale and grants to the Company an irrevocable power of attorney to effect the sale of such Shares on his behalf and acknowledges and agrees that (i) the number of Shares sold will be, at a minimum, sufficient to fund the withholding obligations net of all selling costs, which costs are the responsibility of the Participant and which the Participant hereby authorizes to be deducted from the proceeds of such sale; (ii) in effecting the sale of any such Shares, the Company or the Broker will exercise its sole judgment as to the timing and the manner of sale and will not be obligated to seek or obtain a minimum price; and (iii) neither the Company nor the Broker will be liable for any loss arising out of such sale of the Shares including any loss relating to the pricing, manner or timing of the sales or any delay in transferring any Shares to a Participant or otherwise.

(3) The Participant further acknowledges that the sale price of the Shares will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale. The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting the participant resulting from the grant or exercise of an Awards and/or transactions in the Shares. Neither the Company, nor any of its directors, officers, employees, shareholders or agents will be liable for anything done or omitted to be done by such person or any other person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares under the Plan, with respect to any fluctuations in the market price of Shares or in any other manner related to the Plan.

(4) Notwithstanding the first paragraph of this Section 8.4, in the event any payment under the Plan qualifies as a "retiring allowance" (as defined under the Tax Act), the applicable tax withholdings may be waived where the Participant directs in writing that such payment be made directly to the Participant's registered retirement savings plan in circumstances to which Regulation 100(3) of the regulations under the Tax Act apply.

(5) The application of this Section 8.4 shall not conflict with the policies of the Exchange that are in effect at the relevant time and the Company will be required to obtain prior acceptance of the Exchange and/or shareholder approval of any application of this Section 8.4 if required pursuant to such policies.

(6) Notwithstanding Section 8.4(1), and in addition to the mechanisms set out therein, the Board may, in its discretion, and shall where so specified in an Award Agreement, satisfy the Company's withholding obligations arising on the vesting and settlement of RSUs or PSUs by way of net share settlement, pursuant to which the Company shall withhold from the number of Shares otherwise deliverable to a Participant on a vesting date a number of Shares (rounded up to the nearest whole Share) having a Fair Market Value on the vesting date equal to the applicable withholding amount, and shall remit such amount in cash to the relevant governmental or taxation authority on behalf of the Participant. For greater certainty, the Participant shall receive only the net number of

Shares remaining after such withholding, and no fractional Shares shall be withheld or delivered, any fractional amount shall be settled in cash. The application of this Section 8.4(6) shall not conflict with the policies of the Exchange in effect at the relevant time, and the Company shall obtain any required Exchange acceptance or Disinterested Shareholder Approval prior to relying on this Section.

Section 8.5 Reorganization of the Company.

The existence of any Awards shall in no way limit or affect the right or power of the Company or its shareholders to authorize or effect any adjustment, recapitalization, reorganization, or other change in the Company's capital structure or business; any amalgamation, combination, merger, or consolidation involving the Company; the creation or issuance of any bonds, debentures, shares, or other securities of the Company and the rights and conditions attaching thereto; the dissolution or liquidation of the Company; the sale or transfer of all or any part of its assets or business; or any other corporate act or proceeding, whether of a similar or different nature.

Section 8.6 Governing Laws.

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 8.7 Successors and Assigns.

The Plan shall be binding on all successors and assigns of the Company and its subsidiaries.

Section 8.8 Severability.

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

Section 8.9 No liability.

No member of the Board or of the Compensation Committee shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder.

Section 8.10 Precedence and Compliance.

In the event of any conflict between this Plan (or any Award Agreement made pursuant hereto) and the terms of any Employment Agreement or consulting agreement, the terms of the Plan shall govern, except where the terms of such Employment Agreement or consulting agreement are more favourable to the Participant on a matter not governed by applicable securities laws, the policies of the Exchange, or any provision of the Plan that is required to maintain regulatory or shareholder approval compliance. The Company shall not give effect to any term of an Employment Agreement or consulting agreement that would contravene such requirements.

Section 8.11 Effective Date of the Plan.

This Amended and Restated Plan was approved by the Board on July 13, 2026, and is subject to ratification by the shareholders of the Company at the Company's next annual general meeting, anticipated to be held in 2026.

SCHEDULE "A"

FORM OF NON-EMPLOYEE DIRECTOR DSU AWARD AGREEMENT
NOVERIS HEALTH SCIENCES INC.
DSU AWARD AGREEMENT

This DSU Award Agreement (this "**Agreement**"), dated as of ● is made by and between NOVERIS HEALTH SCIENCES INC. (the "**Company**") and ● (the "**Grantee**").

WHEREAS, the Company has adopted the Omnibus Long-Term Incentive Plan (as may be amended from time to time, the "**Plan**");

AND WHEREAS, the Board has determined the portion of the non-employee directors' then-current annual Board retainer fee that shall be paid in the form of Deferred Share Units ("**DSUs**") settled in Shares and the portion to be paid in cash (the "**Director Remuneration**"), which shall be payable in four equal quarterly instalments;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves and for their successors and assigns, hereby agree as follows:

1. Grant of DSUs.

(a) **Grant**. The portion of the Director's Remuneration payable in DSUs shall be determined on the first business day following the last day of each fiscal quarter (the "**Date of Grant**"), and shall equal the portion of the Grantee's quarterly Director Remuneration that has been determined by the Board to be payable in DSUs. The number of DSUs shall be rounded down to the nearest whole number and shall be determined by dividing the applicable dollar amount by the Market Value (as defined in the Plan) of one Share as of such Date of Grant. All DSUs to be credited to the Grantee shall be subject to the terms and conditions set forth in this Agreement and the Plan. DSUs shall be credited to a separate book-entry account maintained on the books of the Company for the Grantee.

(b) **Incorporation by Reference, Etc**. The provisions of the Plan are incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any interpretations, amendments, rules, and regulations promulgated by the Compensation Committee from time to time pursuant to the Plan. In the event of any inconsistency or conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall prevail. Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Compensation Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Grantee and his or her legal representatives in respect of any questions arising under the Plan or this Agreement.

2. Vesting; Forfeiture.

Except as provided below, all DSUs granted to the Grantee will become fully vested on the date that is 12 months plus one day after the applicable Date of Grant, and will not vest earlier.

Early vesting is only permitted if:

i. The Grantee dies, or
ii. The Grantee ceases to be eligible under the Plan due to a change of control, take-over bid, reverse takeover, or similar transaction, as described in the Plan.

Once vested, DSUs cannot be forfeited. For greater certainty, if the Grantee ceases to be a non-employee director, any unvested DSUs shall remain eligible to vest for up to 12 months after the Grantee's departure, provided the Grantee remains an eligible person under the Plan during that period.

3. Settlement.

The Company shall settle the DSUs granted hereunder as soon as practicable, and in any event no later than the 90th day following the Termination Date, upon receipt of a DSU Redemption Notice. Subject to any required deductions for Withholding and the execution of any required documentation, the Company shall deliver to the Grantee:

(a) Shares representing the portion of the Director's Remuneration payable in DSUs (rounded down to the nearest whole Share, based on Market Value at the date of settlement); and

(b) cash equal to the portion of the Director's Remuneration payable in cash, if any, as determined by the Board.

4. Allocation of Director Remuneration. The Grantee's Director Remuneration shall be paid in the form of DSUs and cash **in such proportions as may be determined by the Board from time to time**, in accordance with the Plan and the Company's director compensation policy. No election or variation shall be permitted by the Grantee, except as may otherwise be authorized by the Board or the Compensation Committee in its sole discretion.

5. Tax Withholding. The Company shall be entitled to require, as a condition to the payment of any cash in settlement of the DSUs granted hereunder, that the Grantee remit an amount in cash or other property having a value sufficient to satisfy all federal, state, provincial, and local or other applicable withholding taxes relating thereto. In addition, the Company shall have the right and is hereby authorized to withhold from the cash otherwise deliverable upon settlement of the DSUs, or from any compensation or other amount owing to the Grantee, the amount (in cash or, in the discretion of the Company, other property) of any applicable withholding taxes in respect of the settlement of the DSUs and to take such other action as may be necessary in the discretion of the Company to satisfy all obligations for the payment of such taxes.

6. Compliance with Legal Requirements. The granting and settlement of the DSUs, and any other obligations of the Company under this Agreement, shall be subject to all applicable federal, state, provincial and local laws, rules, and regulations and to such approvals by any regulatory or governmental agency (including stock exchanges) as may be required. The Compensation Committee shall have the right to impose such restrictions on the DSUs as it deems reasonably necessary or advisable under applicable securities laws and the rules and regulations of the Exchange.

7. Miscellaneous.

(a) **Transferability.** The DSUs are not-transferable or assignable except in accordance with the Plan.

(b) **Inconsistency.** This Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this Agreement and the Plan, the terms of the Plan shall govern.

(c) **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(d) **Entire Agreement.** This Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(e) **Time of the Essence**. Time shall be of the essence of this Agreement and of every part hereof.

(f) **Governing Law.** This Agreement and the DSUs shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

(g) **Counterparts.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[remainder of page intentionally left blank]

By signing this Agreement, the Grantee acknowledges that the Grantee has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Agreement as of the _____day of ___________________________, 20_____.

NOVERIS HEALTH SCIENCES INC.

By: ______________________________
Authorized Signing Officer

____
[Insert Participant's Name]

APPENDIX "I"

NOVERIS HEALTH SCIENCES INC.
(THE "COMPANY")

DSU Remuneration Acknowledgment – Mandatory Allocation

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Omnibus Long-Term Incentive Plan (the "Plan") or the applicable DSU Award Agreement.

Pursuant to the Plan and in accordance with the director compensation policy of the Company as determined by the Board from time to time, I acknowledge and agree that a portion of my annual director remuneration shall be paid in the form of Deferred Share Units ("**DSUs**") settled in Shares, and the remainder shall be paid in cash, as determined by the Board. For the current fiscal year, I acknowledge and agree that [●%] of my annual director remuneration shall be paid in the form of DSUs, and [● %] shall be paid in cash.

I confirm that:

a) I have received and reviewed a copy of the Plan and the DSU Award Agreement, and I agree to be bound by their terms, as well as the terms of this Acknowledgment.

b) I understand that DSUs will be settled in Shares upon my ceasing to be a director of the Company (or in accordance with any other applicable termination provisions of the Plan), and that income tax and any applicable withholdings will arise at the time of settlement, as required by law.

c) I acknowledge that the value of DSUs is based on the Market Value of the Shares at the applicable time and is therefore subject to market fluctuations and not guaranteed.

This Acknowledgment is provided in consideration of my participation in the DSU component of the Plan and forms a binding agreement between me and the Company with respect to the manner in which director remuneration shall be paid.

This summary is provided for convenience only and does not replace or amend the Plan or the DSU Award Agreement. For full details, reference should be made to the governing documents.

Date:________________________ ____

(Name of Participant)

____

(Signature of Participant)

SCHEDULE "B"

FORM OF OPTION AGREEMENT

NOVERIS HEALTH SCIENCES INC.
OPTION AGREEMENT

This Stock Option Agreement (the "**Option Agreement"**) is granted by NOVERIS HEALTH SCIENCES INC. (the "**Company**"), in favour of the optionee named below (the "**Optionee**") pursuant to and on the terms and subject to the conditions of the Company's Omnibus Long-Term Incentive Plan (the "**Plan**"). Capitalized terms used and not otherwise defined in this Option Agreement shall have the meanings set forth in the Plan.

The terms of the option (the "**Option**"), in addition to those terms set forth in the Plan, are as follows:

1. **Optionee.** The Optionee is ●.

2. **Number of Shares.** The Optionee may purchase up to ● Shares of the Company (the "**Option Shares**") pursuant to this Option, as and to the extent that the Option vests and becomes exercisable as set forth in section 6 of this Option Agreement.

3. **Exercise Price**. The exercise price is CAD $● per Option Share (the "**Exercise Price"**).

4. **Date Option Granted.** The Option was granted on ●.

5. **Expiry Date.** The Option terminates on ● (the "**Expiry Date**").

6. **Vesting.** The Option to purchase Option Shares shall vest and become exercisable as follows:

   ●

7. **Exercise of Options.** In order to exercise the Option, the Optionee shall notify the Company in the form annexed hereto as Appendix I, pay the Exercise Price to the Company as required by the Plan, whereupon the Optionee shall be entitled to receive a certificate representing the relevant number of fully paid and non-assessable Shares in the Company.

8. **Transfer of Option**. The Option is not-transferable or assignable except in accordance with the Plan.

9. **Inconsistency.** This Option Agreement is subject to the terms and conditions of the Plan and any Employment Agreement and, in the event of any inconsistency between this Option Agreement and the Plan, the terms of the Plan shall govern. If there is a conflict between the terms of this Option Agreement or the Plan and any Employment Agreement, the Employment Agreement shall govern only to the extent that it does not contravene applicable securities laws, the policies of the Exchange, or any terms of the Plan that are required to maintain regulatory or shareholder approval compliance.

10. **Severability**. Wherever possible, each provision of this Option Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Option Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Option Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **Entire Agreement**. This Option Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

12. **Time of the Essence**. Time shall be of the essence of this Agreement and of every part hereof.

13. **Governing Law.** This Agreement and the Option shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

14. **Counterparts**. This Option Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this Agreement, the Optionee acknowledges that the Optionee has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Option Agreement as of the ______ day of ______________________, 20_____.

NOVERIS HEALTH SCIENCES INC.

By:______________________________________
Authorized Signing Officer

____
[**Insert Participant's Name]**

APPENDIX "I"

ELECTION TO EXERCISE STOCK OPTIONS

TO: NOVERIS HEALTH SCIENCES INC. (the "Company")

The undersigned Optionee hereby elects to exercise Options granted by the Company to the undersigned pursuant to an Option Agreement dated____________________________,20____ under the Company's Omnibus Long-Term Incentive Plan (the "**Plan**"), for the number Shares set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

Number of Shares to be Acquired:	________________________________
Exercise Price (per Share):	CAD$___________________________
Aggregate Purchase Price:	CAD$___________________________
Amount enclosed that is payable on account of any source deductions relating to this Option exercise (contact the Company for details of such amount):	CAD$___________________________

□ Or check here if alternative arrangements have been made with the Company.

and hereby tenders a bank draft, certified cheque, wire transfer or other form of payment confirmed as acceptable by the Company for such aggregate purchase price, and, if applicable, all source seductions, and directs such Shares to be registered in the name of__________________________ ____.

I hereby agree to file or cause the Company to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to exercise my Options is irrevocable.

DATED this ____day of_______,20_____.

____
Signature of Participant

____
Name of Participant (Please Print)

APPENDIX "II"

SURRENDER NOTICE

TO: **NOVERIS HEALTH SCIENCES INC**. (the "**Company**")

The undersigned Optionee hereby elects to surrender________________Options granted by the Company to the undersigned pursuant to an Award Agreement dated __________________, 20___ under the Company's Omnibus Long-Term Incentive Plan (the "**Plan**") in exchange for Shares as calculated in accordance with Section 3.7(3) of the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

☐ Amount enclosed that is payable on account of any source deductions relating to this surrender of Options (contact the Company for details of such amount): CAD$___________

☐ Or check here if alternative arrangements have been made with the Company

Please issue a certificate or certificates representing the Shares in the name of ____.

I hereby agree to file or cause the Company to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to exercise my Options is irrevocable.

DATED this ____day of___________________,______.

____
Signature of Participant

____
Name of Participant (Please Print)

SCHEDULE “C”

FORM OF RSU / PSU AGREEMENT

NOVERIS HEALTH SCIENCES INC.
[RSU / PSU] GRANT AGREEMENT

This **[RSU / PSU]** grant agreement (“**Grant Agreement**”) is entered into between NOVERIS HEALTH SCIENCES INC. (the “**Company**”) and the Participant named below (the “**Recipient**”) of the **[RSUs / PSUs] (“Units”)** pursuant to the Company’s Omnibus Long-Term Incentive Plan (the “**Plan**”). Capitalized terms used and not otherwise defined in this Grant Agreement shall have the meanings set forth in the Plan.

The terms of the Units, in addition to those terms set forth in the Plan, are as follows:

1. **Recipient.** The Recipient is ●.
2. **Grant of [RSUs / PSUs].** The Recipient is granted ● Units.
3. **Vesting.** The Units shall vest as follows: ●.
4. **[Performance Criteria. Settlement of the Units shall be conditional upon the achievement of the following Performance Criteria within the Performance Period set forth herein: ●.]**
5. **Settlement.** The Units shall be settled as follows: ●
6. **Date of Grant**. The Units were granted to the Recipient on ●.
7. **Transfer of Units**. The Units are not-transferable or assignable except in accordance with the Plan.
8. **Inconsistency.** This Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this Grant Agreement and the Plan, the terms of the Plan shall govern.
9. **Severability**. Wherever possible, each provision of this Grant Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Grant Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Grant Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
10. **Entire Agreement**. This Grant Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and pre-empt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
11. **Time of the Essence**. Time shall be of the essence of this Agreement and of every part hereof.

12. **Governing Law**. This Grant Agreement and the Units shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

13. **Counterparts**. This Grant Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

14. By signing this Grant Agreement, the Recipient acknowledges that the Recipient has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Grant Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Grant Agreement as of the ____ day of ______________________, ________.

NOVERIS HEALTH SCIENCES INC.

By: ________________________________

Authorized Signing Officer

____

[Insert Participant's Name]