NOTICE

and

INFORMATION CIRCULAR

for the

ANNUAL GENERAL AND SPECIAL MEETING

of

CardioComm Solutions, Inc.

to be held on
Tuesday, December 20, 2022

CARDIOCOMM SOLUTIONS, INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General and Special Meeting (the "**Meeting**") of Shareholders of CardioComm Solutions, Inc. (the "**Company**") will be held at 18 Wynford Drive, Suite 305, North York, Ontario M3C 3S2, at 2:00 p.m., on Tuesday, December 20, 2022, for the following purposes:

1. To receive and consider the audited Financial Statements of the Company for the year ended December 31, 2021, together with the auditor's report thereon.
2. To fix the number of directors of the Company.
3. To elect the directors for the ensuing year.
4. To appoint the auditor for the ensuing year and to authorize the directors to fix the remuneration to be paid to the auditor.
5. To consider and, if thought appropriate, to pass, with or without variation, an ordinary resolution approving a new 10% rolling stock option plan to replace the Company's existing stock option plan, as more particularly set out in the Information Circular.
6. To transact such other business as may properly come before the Meeting.

The accompanying Information Circular provides additional information relating to the matters to be dealt with at the Meeting and is supplemental to and expressly made a part of this Notice.

If you are a registered shareholder of the Company and are unable to attend the Meeting in person, please complete, date and execute the accompanying form of proxy and deposit it with Computershare Investor Services Inc., 3rd Floor, 510 Burrard Street, Vancouver, British Columbia, V6C 3B9, not less than 48 hours (excluding Saturdays, Sundays and holidays) prior to the Meeting.

If you are a non-registered shareholder of the Company and received these 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 security on your behalf (the "**Intermediary**"), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

DATED at North York, Ontario, as of November 15, 2022.

By Order of the Board of Directors of
CARDIOCOMM SOLUTIONS, INC.

"Etienne Grima"
Etienne Grima
Chief Executive Officer

CARDIOCOMM SOLUTIONS, INC.
18 Wynford Drive, Suite 305, North York, Ontario M3C 3S2

INFORMATION CIRCULAR

(all information as at November 15, 2022, unless otherwise stated)

The Company is providing this Information Circular and a form of proxy in connection with management's solicitation of proxies for use at the Annual General and Special Meeting (the "**Meeting**") of the Company to be held on Tuesday, December 20, 2022 and at any adjournments. The Company will conduct its solicitation by mail and officers and employees of the Company may, without receiving special compensation, also telephone or make other personal contact. The Company will pay the cost of solicitation.

APPOINTMENT OF PROXYHOLDER

The purpose of a proxy is to designate persons who will vote the proxy on a shareholder's behalf in accordance with the instructions given by the shareholder in the proxy. The persons whose names are printed in the enclosed form of proxy are officers or directors of the Company (the "**Management Proxyholders**").

A shareholder has the right to appoint a person other than a Management Proxyholder to represent the shareholder at the Meeting by striking out the names of the Management Proxyholders and by inserting the desired person's name in the blank space provided or by executing a proxy in a form similar to the enclosed form. A proxyholder need not be a shareholder.

VOTING BY PROXY

Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Shares represented by a properly executed proxy will be voted or be withheld from voting on each matter referred to in the Notice of Meeting in accordance with the instructions of the shareholder on any ballot that may be called for and if the shareholder specifies a choice with respect to any matter to be acted upon, the shares will be voted accordingly.

If a shareholder does not specify a choice and the shareholder has appointed one of the Management Proxyholders as proxyholder, the Management Proxyholder will vote in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.

The enclosed form of proxy also gives discretionary authority to the person named therein as proxyholder with respect to amendments or variations to matters identified in the Notice of the Meeting and with respect to other matters which may properly come before the Meeting. At the date of this Information Circular, management of the Company knows of no such amendments, variations or other matters to come before the Meeting.

COMPLETION AND RETURN OF PROXY

Completed forms of proxy must be deposited at the office of the Company's registrar and transfer agent, Computershare Investor Services Inc., 3rd floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9, not later than forty-eight (48) hours, excluding Saturdays, Sundays and holidays, prior to the time of the Meeting, unless the chairman of the Meeting elects to exercise his discretion to accept proxies deposited subsequently.

NON-REGISTERED HOLDERS

Only shareholders whose names appear on the records of the Company as the registered holders of shares or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders of the Company are "non-registered" shareholders because the shares they own are not registered in their names but instead registered in the name of a nominee such as a brokerage firm through which they purchased the shares; bank, trust company, trustee or administrator of self-administered RRSP's, RRIF's, RESP's and similar plans; or clearing agency such as The Canadian Depository for Securities Limited (a "**Nominee**"). If you purchased your shares through a broker, you are likely an unregistered holder.

In accordance with securities regulatory policy, the Company has distributed copies of the Meeting materials, being the Notice of Meeting, this Information Circular and the Proxy, to the Nominees for distribution to non-registered holders.

Nominees are required to forward the Meeting materials to non-registered holders to seek their voting instructions in advance of the Meeting. Shares held by Nominees can only be voted in accordance with the instructions of the non-registered holder. The Nominees often have their own form of proxy, mailing procedures and provide their own return instructions. If you wish to vote by proxy, you should carefully follow the instructions from the Nominee in order that your Shares are voted at the Meeting.

If you, as a non-registered holder, wish to vote at the Meeting in person, you should appoint yourself as proxyholder by writing your name in the space provided on the request for voting instructions or proxy provided by the Nominee and return the form to the Nominee in the envelope provided. Do not complete the voting section of the form as your vote will be taken at the Meeting.

In addition, Canadian securities legislation now permits the Company to forward meeting materials directly to "non-objecting beneficial owners". If the Company or its agent has sent these materials directly to you (instead of through a Nominee), your name, address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Nominee holding on your behalf. By choosing to send these materials to you directly, the Company (and not the Nominee holding on your behalf) has assumed responsibility for (i) delivering these materials to you and (ii) executing your proper voting instructions.

REVOCABILITY OF PROXY

Any registered shareholder who has returned a proxy may revoke it at any time before it has been exercised. In addition to revocation in any other manner permitted by law, a registered shareholder, his attorney authorized in writing or, if the registered shareholder is a corporation, a corporation under its corporate seal or by an officer or attorney thereof duly authorized, may revoke a proxy by instrument in writing, including a proxy bearing a later date. The instrument revoking the proxy must be deposited at the registered office of the Company, at any time up to and including the last business day preceding the date of the Meeting, or any adjournment thereof, or with the chairman of the Meeting on the day of the Meeting. **Only registered shareholders have the right to revoke a proxy. Non-Registered Holders who wish to change their vote must, at least five days before the Meeting, arrange for their Nominees to revoke the proxy on their behalf.**

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The authorized capital of the Company consists of an unlimited number of common shares without par value (each, a "**Common Share**"). As at the date hereof, there are issued and outstanding 150,915,138 fully paid and non-assessable Common Shares without par value, each share carrying the right to one vote. The Company has no other classes of voting securities.

Persons who are registered shareholders at the close of business on October 29, 2021, will be entitled to receive notice of and vote at the Meeting and will be entitled to one vote for each share held.

To the knowledge of the directors and senior officers of the Company, only the following persons beneficially own, directly or indirectly, or exercises control or direction over shares carrying more than 10% of the voting rights attached to all outstanding shares of the Company that have the right to vote in all circumstances:

Name	*Number of Shares* (1)	*Percentage of Outstanding Shares*
Anatoly Langer	38,822,214(2)	25.72%

(1) Based on information provided by such persons to the Company or disclosed in their insider filings provided at www.sedi.ca.

(2) This number of shares includes: 7,302,910 shares held personally and 31,519,304 shares held by MD Primer Inc.

STATEMENT OF EXECUTIVE COMPENSATION

The Company is a venture issuer and is disclosing the compensation of its directors and named executive officers in accordance with Form 51-102F6V *Statement of Executive Compensation – Venture Issuers.*

Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table provides information regarding compensation paid, payable, awarded to, or earned by the Company's Chief Executive Officer and Chief Financial Officer, (together, the "**Named Executive Officers**") and any director who is not a Named Executive Officer for the financial years ended December 31, 2021 and 2020. There were no other executive officers of the Company or individuals who individually earned more than $150,000 in total compensation.

Name and Position	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites ($)	Value of All Other Compensation ($)	Total Compensation ($)
Etienne Grima, Director, Secretary and Chief Executive Officer	2021	88,507	Nil	Nil	Nil	14,089 (1)	102,596
	2020	180,000 (2)	Nil	Nil	Nil	10,487 (3)	190,487
Josee Bertrand, Chief Financial Officer (4)	2021	Nil	Nil	Nil	Nil	36,000	36,000
	2020	Nil	Nil	Nil	Nil	15,255	15,255
Anne Burpee, Former Chief Financial Officer (5)	2021	Nil	Nil	Nil	Nil	Nil	Nil
	2020	Nil	Nil	Nil	Nil	30,133	30,133

Name and Position	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or meeting fees ($)	Value of perquisites ($)	Value of All Other Compensation ($)	Total Compensation ($)
John Foote, Director	2021	3,300 (6)	Nil	Nil	Nil	Nil	3,300 (6)
	2020	5,200 (7)	Nil	Nil	Nil	Nil	5,200 (7)
David Newman, Former Director (8)	2021	1,875 (6)	Nil	Nil	Nil	Nil	1,875 (6)
	2020	5,200(7)	Nil	Nil	Nil	Nil	5,200 (7)
Simi Grosman, Director	2021	3,300 (6)	Nil	Nil	Nil	Nil	3,300 (6)
	2020	5,200 (7)	Nil	Nil	Nil	Nil	5,200 (7)
Robert Caines, Director and Chair	2021	6,712 (6)	Nil	Nil	Nil	Nil	6,712 (6)
	2020	9,700 (7)	Nil	Nil	Nil	Nil	9,700 (7)
Steven Benyo, Director	2021	5,400 (6)	Nil	Nil	Nil	Nil	5,400 (6)
	2020	7,200 (7)	Nil	Nil	Nil	Nil	7,200 (7)

(1) Comprised of $7,500 in director fees ($5,400 of which were paid through the issuance of Common Shares of the Company at a price of $0.05 per share) and $6,589 in option-based awards.

(2) $71,400 of this amount was settled through the issuance of 1,298,182 Common Shares of the Company at a price of $0.055 per share.

(3) Comprised of $5,985 in option-based awards and $4,502 net of HST to ITF Consultants Group Inc., a company under the control of Mr. Grima, for non-executive services provided.

(4) Ms. Bertrand was appointed CFO on September 1, 2020.

(5) Ms. Burpee was appointed CFO effective December 3, 2018 and resigned on September 1, 2020. Under the terms of the contract with her company, 9786406 Canada Inc. (dba GoCFO), remuneration was set at $40,000 per annum. Prior to being appointed as CFO, Ms. Burpee acted as a consultant to CardioComm.

(6) These amounts were paid through the issuance of Common Shares of the Company at a price of $0.05 per share.

(7) 75% of each of these amounts were paid through the issuance of Common Shares of the Company at a price of $0.06 per share on May 11, 2021.

(8) Mr. Newman did not stand for re-election at the Company's December 8, 2021 annual general meeting of shareholders.

Stock Options and Other Compensation Securities

The following Stock Options were granted or issued to Named Executive Officers or directors during the most recently completed financial year ended December 31, 2021.

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry date**
Etienne Grima, Director, Secretary and Chief Executive Officer	Stock Options	62,500	April 6, 2021	0.06	0.06	0.03	April 6, 2026
	Stock Options	62,500	April 26, 2021	0.055	0.055	0.03	April 26, 2026
	Stock Options	125,000	Nov. 1, 2021	0.05	0.03	0.03	Nov. 1, 2026

The following Stock Options were exercised by Named Executive Officers or directors during the most recently completed financial year ended December 31, 2021.

Exercise of Compensation Securities by Directors and NEOs							
Name and position	**Type of compensation security**	**Number of underlying securities exercised**	**Exercise price per security ($)**	**Date of exercise**	**Closing price per security on date of exercise ($)**	**Difference between exercise price and closing price on date of exercise ($)**	**Total value on exercise date ($)**
Etienne Grima, Director, Secretary and Chief Executive Officer	Stock Options	500,000	$0.05	January 21, 2021	0.06	0.01	5,000

Stock Option Plans and Other Incentive Plans

The Company has adopted a 10% rolling stock option plan, which the board proposes to replace with an updated 10% "rolling plan", pursuant to which the number of Common Shares that may be reserved automatically increases or decreases as the number of issued and outstanding Common Shares of the Company increases or decreases. See *"Particulars of Matters to be Acted upon at the Meeting – Approval of New Stock Option Plan"* for further information.

Employment, Consulting and Management Agreements

Etienne Grima – Chief Executive Officer

Etienne Grima is party to an employment agreement dated as of January 1, 2017, which amended and restated his previous employment agreement. The agreement provides, among other things, that if during the term of the agreement (a) the Company terminates Mr. Grima's employment for other than "Just Cause" or death or permanent incapacity, or (b) Mr. Grima terminates his employment under the agreement with "Good Reason", Mr. Grima shall be entitled to receive: (i) any accrued salary to the date of termination, (ii) any accrued bonus to the date of termination, (iii) any earned vacation pay, to the extent not already paid, (iv) any amounts owed to Mr. Grima for reimbursement of expenses or other deferred amounts owing, (v) an amount equal to an additional one year of Mr. Grima's base salary, and (vi) one full year of medical and healthcare benefits, or payment in lieu of such benefits, that Mr. Grima was receiving prior to termination.

Under the agreement, "Just Cause" means that the Company, acting in good faith based upon the information then known to the Company, determines that Mr. Grima has (i) engaged in or committed willful misconduct; (ii) committed illegal acts such as theft or fraud; (iii) refused or demonstrated an unwillingness to substantially perform his duties for a thirty (30) day period after written demand for substantial performance and is delivered by the Company that specifically identifies the manner in which the Company believes Mr. Grima has not substantially performed his duties; (iv) refused or demonstrated an unwillingness to reasonably cooperate in good faith with any Company or government investigation or provide testimony therein (other than such failure resulting from Mr. Grima's disability); (v) willfully engaged in or committed any willful act that is likely to and which does in fact have the effect of injuring the reputation or business of the Company; (vi) willfully violated his fiduciary duty or his duty of loyalty to the Company or the Company's Code of Ethical Business Conduct in any material respect; (vii) engaged in or committed a material breach of the agreement for a thirty (30) day period after written notification is delivered by the Company that identifies the manner in which the Company believes Mr. Grima has materially breached the agreement and has outlined how Mr. Grima is to correct his breach. For purposes of this paragraph, no act, or failure to act, on Mr. Grima's part shall be considered willful unless done or omitted to be done, by him not in good faith or without reasonable belief that his action or omission was in the best interests of the Company. Notwithstanding anything herein to the contrary, for purposes of any termination of employment that occurs within the period that (i) begins with the first to occur of (1) the initial public announcement of a Change of Control (as defined below), or (2) the ninetieth (90th) day preceding a Change of Control and (ii) ends two (2) years following such Change of Control, "Just Cause" shall instead mean only the occurrence of either or both of the following: (A) Mr. Grima's conviction for committing an act of fraud, embezzlement, theft, or other act constituting a felony (other than traffic related offenses or as a result of vicarious liability); or (B) the willful engaging by Mr. Grima in misconduct that is significantly injurious to the Company. Notwithstanding the foregoing, Mr. Grima shall not be deemed to have been terminated for Just Cause without delivery to Mr. Grima of a notice of termination signed by the Company's Chairman of the board stating that the board of directors of the Company has determined that Mr. Grima has engaged in or committed conduct of the nature described in this paragraph, and specifying the particulars thereof in detail.

Under the agreement, the term "Good Reason" means:

a) Mr. Grima' s base salary is reduced, or Mr. Grima is instructed by the Company's board that his salary is to be reduced, except for a general one-time "across-the board" salary reduction not exceeding ten percent (10%) which is imposed simultaneously on all or substantially all employees of the Company; or
b) a material reduction in the nature, status or scope of Mr. Grima's authorities, duties, and/or responsibilities, (when such authorities, duties, and/or responsibilities are viewed in the aggregate) from their level in effect on the day immediately prior to a Change of Control (provided, however, that neither of (1) a change in Mr. Grima's reporting relationships, nor (2) an adjustment in the nature of the Mr. Grima' s duties and responsibilities that in either case does not remove from him his scope of authority with respect to the Company's functional area, employees or products and services that Mr. Grima had immediately prior to such change or adjustment shall constitute "Good Reason");
c) the Company requires Mr. Grima to be based at an office location which will result in an increase of more than thirty (30) kilometers in Mr. Grima's one-way commute; or
d) if the Company' s board of directors does not permit Mr. Grima to continue to serve as the Chief Executive Officer with the responsibilities as described in Schedule A of the agreement or another mutually acceptable senior position; or
e) there shall occur a "Change of Control" of the Company and, at any time concurrent with or during the six (6) month period following such Change of Control, Mr. Grima shall have sent to the Chairman of the Company's board of directors a written notice terminating his employment on a date specified in said notice. For purposes of the agreement, the term "Change of Control" shall mean the occurrence of one of the following:
    i) when any person is, becomes or enters a contract to become, the beneficial owner, directly or indirectly, of securities representing twenty percent (20%) or more of the Common Shares of the Company;
    ii) all or substantially all of the business or assets of the Company are disposed of, or a contract is entered to dispose of, all of the business of the Company pursuant to a merger, consolidation other transaction in which (1) the Company is not the surviving parent Company or (2) the stockholders of the Company prior to the transaction do not continue to own at least fifty percent (50%) of the surviving parent company in substantially the same proportions as their ownership immediately prior to such transaction; or
    iii) the Company is materially or completely liquidated; or
    iv) any person (other than the Company) purchases any Common Shares of the Company in a tender or exchange offer with the intent, expressed or implied, of purchasing or otherwise acquiring control of the Company;

provided, however, that "Good Reason" under the above clauses (a), (b) and (c) shall cease to exist for an event on the sixtieth (60th) day following the earlier of the Company's written notice of the change to Mr. Grima or Mr. Grima's becoming aware thereof, unless Mr. Grima has given the Company written notice of his/her objection thereto prior to such date.

Josee Bertrand – Chief Financial Officer

The Company is party to a contractor agreement with Ms. Bertrand. Under the agreement, Ms. Bertrand is entitled to receive compensation described in the foregoing compensation table.

Oversight and Description of Director and Named Executive Officer Compensation

The board of directors, based on recommendations and guidance from the compensation committee, has the responsibility for determining compensation for the directors and senior management (including the Named Executive Officers). A peer group is not used to determine compensation, and there are no performance-based compensation arrangements for any directors or officers. There were no significant changes to the Company's compensation policies that were made during or after the most recently completed financial year that could or will have an effect on director or Named Executive Officer compensation.

For the most recently completed financial year, the significant elements of Etienne Grima's compensation were management fees and stock options, and the significant element of Josee Bertrand's compensation was management fees.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth the Company's equity compensation plan information of the Company as of December 31, 2021.

Plan Category	***Number of securities to be issued upon exercise of outstanding options, warrants and rights***	***Weighted-average exercise price of outstanding options, warrants and rights***	***Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the second column)***
Equity compensation plans approved by security holders[(1)]	487,500	$0.055	14,604,031
Total	487,500	$0.055	14,604,031

(1) These amounts relate to options granted and Common Shares currently available for issuance pursuant to the Company's Stock Option Plan.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

During the financial year ended December 31, 2021, no director, executive officer, senior officer or nominee for director of the Company or any of their associates was indebted to the Company, nor has any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support in agreement, letter of credit or other similar arrangement or understanding provided by the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth in this Information Circular and other than transactions carried out in the ordinary course of business of the Company, no informed person or proposed director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which in either such case has materially affected or would materially affect the Company.

The following are the transactions or proposed transactions in which an informed person or proposed director of the Company has or has had a material interest since the commencement of the Company's most recently completed financial year which has materially affected or would materially affect the Company:

- Certain directors and/or executive officers of the Company received a salary, consulting fees, stock options and/or Common Shares of the Company in lieu thereof from the Company, which are disclosed under “Statement of Executive Compensation” above.

The address for all informed persons referenced above is c/o CardioComm Solutions, Inc., 18 Wynford Drive, Suite 305, North York, Ontario M3C 3S2. Each of the documents identified above as being incorporated herein by reference is available on SEDAR at www.sedar.com and, upon request, the Company will promptly provide a copy of such document free of charge to a securityholder of the Company.

MANAGEMENT CONTRACTS

Other than as described below or elsewhere in this Information Circular, there are no agreements or arrangements under which management functions of the Company or any subsidiary of the Company are, to any substantial degree, performed by a person other than the directors or executive officers of the Company or a subsidiary of the Company.

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-101 – *Disclosure of Corporate Governance Practices* requires each reporting issuer to disclose its corporate governance practices on an annual basis. The Company’s approach to corporate governance is set forth below.

Board of Directors

The Company’s board, which is responsible for supervising the management of the business and affairs of the Company, is currently comprised of Etienne Grima, Simi Grosman, Robert Caines, John Foote and Steve Benyo. Each of the current directors of the Company, except for Etienne Grima, who is an officer of the Company, is “independent” as defined in NI 58-101. Each of Steve Benyo and Simi Grosman will not be standing for re-election to the Company’s board at the Meeting. Each of the other current directors will be seeking re-election.

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 approves all significant decisions that affect the Company before they are implemented. The board generally meets on a monthly basis and special meetings are held at the call of the Chairman or upon the request of two board members.

None of the current directors of the Company also serves as a director of any other reporting issuer or reporting issuer equivalent(s).

Orientation and Continuing Education

The Company provides directors with information regarding topics of general interest, such as fiduciary duties and continuous disclosure obligations. The Company also ensures that each director is presented with current information regarding the business of the Company, and the role the director is expected to fulfill. Board members are also given access to management and other employees for informational purposes.

Ethical Business Conduct

Directors, officers and employees are required as a function of their position within the Company to structure their activities and interests to avoid conflicts and potential conflicts of interest and refrain from making personal profits from their positions. When conflicts or potential conflicts arise, directors are required to disclose this fact to the board. The board does not consider it necessary at this time to have a written policy regarding ethical conduct.

Nomination of Directors

The board as a whole is responsible for reviewing the composition of the board on a periodic basis. When vacancies arise, the board considers the competencies and skills of potential new members, as well as the candidate's ability to devote sufficient time and resources to his or her duties as a board member.

Compensation

Compensation for members of the board, the Company's Chief Executive Officer and the other executive officers of the Company is determined on recommendations made by the compensation committee of the board to the full board of directors. In making such recommendations, a recipient's qualifications, experience and the demands of the position are among the factors considered by the compensation committee and the board. Board members to receive compensation abstain from voting on the approval of such compensation.

Board Committees

The board has the following committees: the audit and finance committee, the compensation committee and the medical review committee. The charter of the audit and finance committee is attached to this Information Circular as Appendix I, and the mandate of the compensation committee is attached to this Information Circular as Appendix II. The medical review committee does not have a formal charter or mandate.

The audit and finance committee is currently composed of Robert Caines (Chair), Etienne Grima and Steve Benyo, and following the Meeting the audit and finance committee will be composed of Robert Caines (Chair), Etienne Grima and John Foote. All current and proposed members of the audit and finance committee are "financially literate." Mr. Caines is an experienced mergers and acquisitions executive, with over thirty years of business start-up, growth and management experience. Mr. Grima was Chief Operating Officer and Chief Financial Officer of the Canadian Heart Research Centre from January 2008 to May 2011, and in such capacity he was responsible for all aspects of operational and financial performance of that organization. Mr. Benyo is a Chartered Professional Accountant with over 20 years' experience in the financial services industry with a focus on finance, internal audit, risk management and governance. Dr. Foote has been a director of the Company since 2017, and in such capacity he has reviewed and approved interim and annual financial statements of the Company. Each of Steve Benyo, Robert Caines and John Foote are "independent" within the meaning of sections 1.4, 1.5 and 1.6 of National Instrument 52-110 – Audit Committees ("**NI 52-110**").

The compensation committee is composed of Robert Caines (Chair), Simi Grosman and Etienne Grima, and following the Meeting the compensation committee will be composed of Robert Caines (Chair), John Foote and Etienne Grima.

The medical review committee is composed of: Dr. John Foote MD; CCFP(EM); and Etienne Grima MSc. CHE. The committee considers, evaluates and reviews medical and technical matters related to the Company's industry, business and products.

Assessment

The entire board is responsible for assessing the effectiveness of the board, its members and its committees, in consultation with the chairs of the board and the committees of the board.

Audit and Finance Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the audit and finance committee to nominate or compensate an external auditor not adopted by the board of directors.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 *(De Minimis* Non-Audit Services*)*, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

The Company is relying on section 6.1 of NI 52-110, which exempts it from the requirements of Part 3 (Composition of the Audit and Finance Committee) and Part 5 (Reporting Obligations) of NI 52-110.

Pre-Approval Policies and Procedures

The audit and finance committee has adopted specific policies and procedures for the engagement of non-audit services as described in the charter of the audit and finance committee under the heading "Responsibilities and Duties - External Auditors".

External Auditor Service Fees (By Category)

The aggregate fees billed by the Company's external auditor in each of the last two fiscal years for audit fees are as follows:

Financial Year Ending	***Audit Fees***	***Audit Related Fees***	***Tax Fees***	***All Other Fees***
December 31, 2021	$28,500	Nil	Nil	Nil
December 31, 2020	$26,500	Nil	Nil	Nil

FINANCIAL STATEMENTS

The audited financial statements of the Company for the year ended December 31, 2021 (the "**Financial Statements**"), together with the Auditor's Report thereon, will be presented to the shareholders of the Company at the Meeting. A form that shareholders may use to request a copy of the Financial Statements, together with the Auditor's Report thereon, and management's discussion and analysis of the Financial Statements, as well as the interim financial statements and management's discussion and analysis of the interim financial statements, is being mailed to the shareholders with this Information Circular.

PARTICULARS OF MATTERS TO BE ACTED UPON

ELECTION OF DIRECTORS

The directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed.

Shareholder approval will be sought to fix the number of directors of the Company at three (3).

The nominees for election as directors of the Company are set out below. **In the absence of instructions to the contrary, the enclosed proxy will be voted FOR the nominees herein listed. If any of the nominees is for any reason unavailable to serve as a director, the persons named in the accompanying form of proxy shall be entitled to vote for any other individual as director in their discretion.** As of the date of this Information Circular, management of the Company is not aware that any of the proposed nominees will be unavailable to serve as director.

Name, Jurisdiction of Residence and Position with the Company(1)	***Principal Occupation or Employment***(1)	***Director Since***	***Shares Owned***(2)
Etienne Grima(3)(4)(5) Ontario, Canada Director, Chief Executive Officer and Corporate Secretary	CEO of the Company(6)	November 29, 2006	10,945,859(7)
Robert Caines(3)(4) New York, USA Director	Managing Partner, Paley Advisors, LLC (8)	December 15, 2015	530,323
John Foote(3)(4)(5) Ontario, Canada Director	MD, CCFP (EM) at Mount Sinai Hospital, Toronto, Ontario(9)	October 24, 2017	278,333
Daniel Grima (5) Ontario, Canada Proposed Director	Chief Strategy Officer, Value & Evidence, Eversana Life Science Services LLC	N/A (10)	6,342,555

(1) The information as to jurisdiction of residence and principal occupation, not being within the knowledge of the Company, has been furnished by the respective directors individually.
(2) The information as to shares beneficially owned or over which a director exercises control or direction, not being within the knowledge of the Company, has been furnished by the respective directors individually.
(3) Denotes member of audit and finance committee following the Meeting.
(4) Denotes member of compensation committee following the Meeting.
(5) Denotes member of medical review committee following the Meeting.
(6) Mr. Grima has been CEO of the Company since April 22, 2010.
(7) This number of shares includes: 5,264,432 shares held personally and 5,681,427 shares held by ITF Group Consultants Inc., which is controlled by Mr. Grima.
(8) Mr. Caines has been Managing Partner of Paley Advisors, LLC since July 2014.
(9) Dr. Foote has been at Mount Sinai Hospital since 2001.
(10) Mr. Grima will stand for election as a director at the Meeting.

No proposed director:

a) is, as at the date of the Information Circular, or has been, within 10 years before the date hereof, a director, chief executive officer or chief financial officer of any company (including the Company) that,

  i) was subject to 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 (an "order") while that person was acting in that capacity; or

  ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in that capacity;

b) is, as of the date hereof, or has been within the 10 years before the date hereof, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or 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 the assets of the proposed director; or

c) has, within the 10 years before the date hereof, become a 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.

APPOINTMENT OF AUDITOR

On August 25, 2022, the Company received a notice of resignation from Harbourside CPA, LLP ("**Harbourside**"). The Company proposes that Buckley Dodds CPA ("**Buckley Dodds**") be appointed as auditor of the Company. In accordance with applicable securities laws, the Company has filed a notice of change of auditor respecting each of Harbourside and Buckley Dodds, as well as letters from each of Harbourside and Buckley Dodds, on SEDAR at www.sedar.com. Copies of the notices and letters are attached to this Information Circular as Appendix III. There were no "reservations" in the auditor's reports on the Company's financial statements or "reportable events", as defined in section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations*.

Shareholders are being asked to approve an ordinary resolution appointing Buckley Dodds CPA as auditor of the Company to hold office until the close of the next annual general meeting of the shareholders, at a remuneration to be fixed by the board of directors. In order to be effective, the ordinary resolution requires the approval of the majority of the votes cast at the Meeting in respect of the resolution. **In the absence of instructions to the contrary, the enclosed proxy will be voted FOR the appointment of Buckley Dodds CPA as auditor of the Company and to authorize the board of directors to fix their remuneration.**

APPROVAL OF NEW STOCK OPTION PLAN

Following a review by the board of the current stock option plan of the Company, the board has concluded that it is advisable to replace the current 10% rolling plan (the "**Old Plan**") with an updated 10% "rolling plan", pursuant to which the number of Common Shares that may be reserved automatically increases or decreases as the number of issued and outstanding Common Shares of the Company increases or decreases. Consequently, effective November 15, 2022, the board, subject to the approval of the shareholders of the Company and final approval of the TSX Venture Exchange (the "**TSX-V**"), adopted a 10% rolling stock option plan (the "**New Plan**") attached as Appendix IV to this Information Circular.

Upon shareholder approval of the New Plan, the Old Plan will be cancelled and the stock options currently issued under the Old Plan will be governed by the New Plan.

As is the case with the Old Option Plan, the purpose of the New Plan is to advance the interests of the Company and its shareholders by attracting, retaining and motivating the performance of selected directors, officers, employees or consultants of the Company of high caliber and potential and to encourage and enable such persons to acquire and retain a proprietary interest in the Company by ownership of its stock. The New Plan provides that, subject to the requirements of the TSX-V, the aggregate number of securities reserved for issuance, set aside and made available for issuance under the New Plan may not exceed 10% of the issued and outstanding shares of the Company at the time of granting of options (subject to deductions for stock options currently outstanding pursuant to the Old Plan). The number of Common Shares which may be reserved in any 12-month period for issuance to any one individual upon exercise of all stock options held by that individual may not exceed 5% of the issued and outstanding Common Shares of the Company at the time of the grant. The number of Shares which may be reserved in any 12-month period for issuance to any one consultant may not exceed 2% of the issued and outstanding Shares and the maximum number of Common Shares which may be reserved in any 12-month period for issuance to all persons engaged in investor relations activities may not exceed 2% of the issued and outstanding Common Shares of the Company. The New Plan provides that options granted to any person engaged in investor relations activities will vest in stages over 12 months with no more than ¼ of the stock options vesting in any three-month period.

The New Plan will be administered by the board or a special committee of directors, either of which will have full and final authority with respect to the granting of all stock options thereunder. Stock options may be granted under the New Plan to such directors, officers, employees or consultants of the Company, as the board of directors may from time to time designate.

The exercise price of any stock options granted under the New Plan shall be determined by the board but may not be less than the market price of the Shares on the TSX-V on the date of the grant (less any discount permissible under TSX-V rules). The term of any stock options granted under the New Plan shall be determined by the board at the time of grant but, subject to earlier termination in the event of termination or in the event of death, the term of any stock options granted under the New Plan may not exceed ten years. Options granted under the New Plan are not to be transferable or assignable other than by will or other testamentary instrument or pursuant to the laws of succession. Subject to certain exceptions, in the event that a director or officer ceases to hold office, options granted to such director or officer under the New Plan will expire 90 days after such director or officer ceases to hold office.

Subject to certain exceptions, in the event that an employee, or consultant ceases to act in that capacity in relation to the Company, stock options granted to such employee, consultant or management company employee under the New Plan will expire 30 days after such individual or entity ceases to act in that capacity in relation to the Company.

Stock options granted to optionees engaged in investor relations activities on behalf of the Company expire 30 days after such optionees cease to perform such investor relations activities for the Company. In the event of death of an option holder, options granted under the New Plan expire the earlier of one year from the date of the death of the option holder and the expiry of the term of the option.

In accordance with the rules of the TSX-V, the New Plan must be approved by a majority of the votes cast at the Meeting.

To be approved, the affirmative vote of a majority of the votes cast on the resolution is required. The board believes the New Plan provides incentive to and enables the Company to better align the interests of the Company's directors and officers with those of the Company's shareholders. The board recommends that shareholders vote for the resolution approving the New Plan. **In the absence of instructions to the contrary, the enclosed proxy will be voted FOR the approval of the New Plan.**

The text of the resolution approving the New Plan is as follows, subject to any amendments, variations or additions as may be approved at the Meeting:

"BE IT RESOLVED THAT:

1. subject to the approval of the TSX Venture Exchange, the adoption of the Company's new 10% rolling stock option plan is hereby approved, confirmed and ratified; and

2. any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to do all things and execute and deliver all such agreements, documents and instruments necessary or desirable in connection with the foregoing resolution."

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company at (416) 977-9425 or 1 (877) 977-9425 to request copies of the Company's financial statements and MD&A.

Financial information is provided in the Company's comparative financial statements and MD&A for its most recently completed financial year, which are filed on SEDAR.

OTHER MATTERS

Neither the board of directors nor management of the Company is aware of any matters that will be brought before the Meeting other than those referred to in the Notice of Meeting. Should any other matters properly come before the Meeting, the shares represented by the Proxy solicited hereby will be voted on such matters in accordance with the best judgment of the persons voting the Proxy.

By order of the board of directors of

CARDIOCOMM SOLUTIONS, INC.

"Etienne Grima"
Etienne Grima
Chief Executive Officer

APPENDIX I

CARDIOCOMM SOLUTIONS, INC.

AUDIT AND FINANCE COMMITTEE CHARTER

Mandate

The primary function of the audit and finance committee (the "**Committee**") is to assist the board of directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements;
- review and appraise the performance of the Company's external auditors; and
- provide an open avenue of communication among the Company's auditors, senior management and board of directors.

Composition

The Committee shall be comprised of three directors as determined by the board of directors, the majority of whom shall be free from any relationship that, in the opinion of the board of directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Committee's Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the board of directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full board of directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

Meetings

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the Chief Financial Officer and the external auditors in separate sessions.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

(a) Review and update this Charter annually.

(b) Review the Company's financial statements, MD&A and any annual and interim earnings or press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements) which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

(a) Review annually the performance of the external auditors, who shall be ultimately accountable to the board of directors and the Committee as representatives of the shareholders of the Company.

(b) Obtain annually a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with the PCAOB Independence Standards Board Standard 1.

(c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.

(d) Take, or recommend that the full board of directors take, appropriate action to oversee the independence of the external auditors.

(e) Recommend to the board of directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.

(f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company's accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

(g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.

(h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.

(i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company's external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:

    (i) the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;

    (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services; and

(iii) such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the board of directors to whom authority to grant such approvals has been delegated by the Committee,

provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

(a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.

(b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

(c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.

(d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.

(e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

(f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.

(g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

(h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

(i) Review certification process.

(j) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Other

Review any related-party transactions.

APPENDIX II

CARDIOCOMM SOLUTIONS, INC.

COMPENSATION COMMITTEE - MANDATE

The following is a description of the mandate and responsibilities of the Compensation Committee of the board of directors (the "**Board**") of CardioComm Solutions, Inc. (the "**Company**") as reviewed and mandated by the Board.

The Compensation Committee of the Company shall review and recommend to the Board for approval the Company's executive compensation policies and, without limiting the generality of the foregoing, shall be responsible for the following specific matters:

- to annually evaluate the performance of the President and Chief Executive Officer of the Company;
- to annually review the compensation of the President and Chief Executive Officer of the Company, including annual, long-term and other compensation;
- to annually review the compensation of senior management, other executive officers and key employees of the Company, including annual, long-term and other compensation;
- to annually review the compensation of directors in light of risks and responsibilities;
- to consider the implementation of short and long-term incentive plans proposed by management, to make recommendations to the Board with respect to the same and to annually review such plans after their implementation;
- to consider the implementation of pension plans proposed by management, to make recommendations to the Board with respect to the same and to annually review such arrangements after their implementation; and
- to annually review any other benefit plans proposed by management and to make recommendations to the Board with respect to their implementation

The Compensation Committee shall meet as frequently as necessary in order to fulfill the responsibilities described above and in any event at least annually.

The members of the Compensation Committee shall be appointed by the Board from its members from time to time, provided that the Compensation Committee shall have at least three members, the majority of whom shall be non-management and unrelated directors within the meaning of The TSX Venture Exchange Corporate Governance Guidelines, as amended from time to time.

A quorum for the transaction of business at any meeting of the Compensation Committee shall be two members.

APPENDIX III

CARDIOCOMM SOLUTIONS, INC.

REPORTING PACKAGE

2022 CHANGE OF AUDITOR

See attached.

CARDIOCOMM SOLUTIONS, INC.

NOTICE OF CHANGE OF AUDITOR

TO: British Columbia Securities Commission
Alberta Securities Commission
Ontario Securities Commission

Harbourside CPA, LLP
Suite 1140, 1185 West Georgia Street
Vancouver, BC V6E 4E6

CardioComm Solutions, Inc. (the "Company") hereby gives notice pursuant to section 4.11 National Instrument 51-102 – Continuous Disclosure Obligations ("National Instrument 51-102") as follows:

1. On August 25, 2022, the board of directors of the Company received a notice of resignation from Harbourside CPA, LLP ("Harbourside"), indicating that Harbourside was submitting its resignation as the auditor of the Company with immediate effect. Harbourside resigned on its own initiative as a result of Harbourside's decision to stop operations.

2. Harbourside's resignation was considered and will be approved by the Company's board of directors and audit committee by a unanimous resolution.

3. There have been no reservations in the auditor's reports on the Company's financial statements relating to the "relevant period" as defined in subparagraph 4.11(1) of National Instrument 51-102.

4. In the opinion of the Company, as at the date hereof, there have been no "reportable events" as defined in subparagraph 4.11(1) of National Instrument 51-102.

Dated at Toronto, Ontario this 2nd day of September, 2022.

CARDIOCOMM SOLUTIONS, INC.

By: (signed) "Etienne Grima"
Name: Etienne Grima
Title: Chief Executive Officer

cc: TSX Venture Exchange

HARBOURSIDE CPA

September 2, 2022

To: British Columbia Securities Commission
Alberta Securities Commission
Ontario Securities Commission

Dear Sirs/Mesdames:

Re: CardioComm Solutions, Inc. (the "Company")

As required by subparagraph (5)(a)(ii) of section 4.11 of National Instrument 51-102, we have reviewed the change of auditor notice of the Company dated September 2, 2022 (the "Notice") and, based on our knowledge of such information at this time, we confirm that we agree with the statements contained in the Notice in as far as they relate to us.

Yours very truly,

HARBOURSIDE CPA LLP

Harbourside CPA, LLP

t 604.688.7227
f 604.681.7716
harboursidecpa.com
SUITE 1140–1185
WEST GEORGIA STREET,
VANCOUVER, BC V6E 4E6

CARDIOCOMM SOLUTIONS, INC.

NOTICE OF CHANGE OF AUDITOR

TO: British Columbia Securities Commission
Alberta Securities Commission
Ontario Securities Commission

Buckley Dodds CPA
Suite 2700 – 1177 West Hastings Street
Vancouver, BC V6E 2K3

CardioComm Solutions, Inc. (the "Company") hereby gives notice pursuant to section 4.11 National Instrument 51-102 – Continuous Disclosure Obligations ("National Instrument 51-102") as follows:

1. The Company proposes that Buckley Dodds CPA be appointed as auditor of the Company by the shareholders of the Company at the meeting of shareholders of the Company to be held on December 20, 2022.

2. The audit committee of the board of directors of the Company has considered and approved the proposal to appoint Buckley Dodds CPA as auditor of the Company.

Dated at Toronto, Ontario this 17th day of November, 2022.

CARDIOCOMM SOLUTIONS, INC.

By: (signed) "Etienne Grima"
Name: Etienne Grima
Title: Chief Executive Officer

cc: TSX Venture Exchange

Suite 2700 - 1177 West Hastings Street,
Vancouver, B.C. Canada V6E 2K3
Telephone: (604) **713-7077**

November 17, 2022

To: British Columbia Securities Commission
Alberta Securities Commission
Ontario Securities Commission

Dear Sirs/Mesdames:

Re: Notice of Change of Auditor
CardioComm Solutions, Inc. (the "Company")

We have reviewed the information contained in the Change of Auditor Notice of the Company dated November 17, 2022 (the "**Notice**"), delivered to us pursuant to National Instrument 51-102 - *Continuous Disclosure Obligations*.

Based on our knowledge as of the date hereof, we agree with the statements contained in the Notice.

Yours truly,

Buckley Dodds

Buckley Dodds CPA
CHARTERED PROFESSIONAL ACCOUNTANTS

APPENDIX IV

CARDIOCOMM SOLUTIONS, INC.

NEW 10% ROLLING STOCK OPTION PLAN

See attached.

CARDIOCOMM SOLUTIONS, INC.

STOCK OPTION PLAN

1. Purpose of the Plan

The purpose of the Plan is to provide the Participants with an opportunity to purchase Common Shares and benefit from the appreciation thereof. This proprietary interest in the Company will provide an increased incentive for the Participants to contribute to the future success and prosperity of the Company, thus enhancing the value of the Common Shares for the benefit of all the shareholders and increasing the ability of the Company and its Subsidiaries to attract and retain individuals of exceptional skill.

2. Defined Terms

2.1 Where used herein, the following terms shall have the following meanings (all other capitalized terms used and not defined herein shall have the meanings ascribed to them in the TSX Venture Exchange Corporate Finance Manual):

(a) **"Acceleration Right"** means the Participant's right, in certain circumstances, to exercise its outstanding Option as to all or any of the Common Shares in respect of which such Option has not previously been exercised and which the Participant is entitled to exercise, including in respect of Common Shares not otherwise vested at such time;

(b) **"Board"** means the board of directors of the Company;

(c) **"Business Day"** means each day other than a Saturday, Sunday or statutory holiday in British Columbia, Canada;

(d) **"Common Shares"** means the common shares in the capital of the Company or, in the event of an adjustment contemplated by Article 8 hereof, such shares to which a Participant may be entitled upon the exercise of an Option as a result of such adjustment;

(e) **"Company"** means CardioComm Solutions, Inc., and includes any successor corporation thereof;

(f) **"Exchange"** means the TSX Venture Exchange or, if the Common Shares are not then listed and posted for trading on the TSX Venture Exchange, then on any stock exchange in Canada on which such shares are listed and posted for trading or any other regulatory body having jurisdiction as may be selected for such purpose by the Board;

(g) **"Exercise Notice"** means the notice in writing signed by the Participant or the Participant's legal personal representatives addressed to the Company specifying an intention to exercise all or a portion of the Option;

(h) **"Expiry Time"** means the time at which the Options will expire, being 4:00 p.m. (Vancouver time) on a date to be fixed by the Board at the time the Option is granted, which date will not be more than ten years from the date of grant;

(i) **"Fair Market Value"** means, for the purposes of sections 4.5 and 9.4 hereof, at any date in respect of the Common Shares, the closing price of the Common Shares as reported by the Toronto Stock Exchange on the last trading day immediately preceding such date or, if the Common Shares are not listed on any stock exchange, a price determined by the Board;

(j) **"Insider"** has the meaning ascribed thereto in the Exchange Corporate Finance Manual;

(k) **"Option"** means an option to purchase Common Shares from treasury granted by the Company to a Participant, subject to the provisions contained herein;

(l) **"Option Price"** means the price per share at which Common Shares may be purchased under the Option, as the same may be adjusted herein;

(m) **"Participants"** means the directors, officers and employees of, and consultants to, the Company or its Subsidiaries, as defined by the relevant Exchange and, subject to compliance with the applicable requirements of the Exchange, the Personal Holding Companies of such persons, to whom an Option has been granted by the Board pursuant to the Plan and which Option or a portion thereof remains unexercised;

(n) **"Personal Holding Company"** means a company of which 100% of the voting shares are beneficially owned, directly or indirectly, by a director, officer or employee of, or consultant to, the Company or its Subsidiaries and such entity shall be bound by the Plan in the same manner as if the Options were held directly;

(o) **"Plan"** means this stock option plan of the Company, as the same may be amended or varied from time to time;

(p) **"Subsidiary"** means any corporation that is a subsidiary of the Company, as such term is defined under the *Business Corporations Act* (British Columbia), as such provision is from time to time amended, varied or re-enacted, or a "related entity" as defined in section 2.22 of National Instrument 45-106; and

(q) **"Take-Over Bid"** has the meaning ascribed thereto in the *Securities Act* (British Columbia), as such provision is from time to time amended, varied or re-enacted.

3. Administration of the Plan

3.1 The Board shall administer this Plan. Options granted under the Plan shall be granted in accordance with determinations made by the Board pursuant to the provisions of the Plan as to: (a) the Participants to whom and the time or times at which the Options will be granted; the number of Common Shares which shall be the subject of each Option; (b) any vesting provisions attaching to the Option; and (c) the terms and provisions of the respective stock option agreements, provided however, that each director, officer, employee or consultant shall have the right not to participate in the Plan and any decision not to participate therein shall not affect the employment by or engagement with the Company. The Issuer and a Participant shall ensure that such Participant under the Plan is eligible to participate under the Plan, and, if required by the Exchange, shall represent and confirm that the Participant is a bona fide employee, consultant or management company employee (as defined in the policies of the Exchange).

3.2 The Board may, from time to time, adopt such rules and regulations for administering the Plan as it may deem proper and in the best interests of the Company and may, subject to applicable law, delegate its powers hereunder to administer the Plan to a committee of the Board (the "**Committee**"). The Committee shall be comprised of two or more members of the Board who shall serve at the pleasure of the Board. Vacancies occurring on the Committee shall be filled by the Board.

3.3 The Committee (or the Board where the Committee has not been constituted) shall have the power to delegate to any member of the Board or officer so designated (the "**Administrator**"), the power to determine which Participants are to be granted Options and to grant such Options, the number of Common

Shares purchasable under each Option, the Option Price and the time or times when and the manner in which Options are exercisable, and the Administrator shall make such determinations in accordance with the provisions of this Plan and with applicable securities and stock exchange regulatory requirements, subject to final approval by the Committee or Board.

4. Granting of Option

4.1 Participants may be granted Options from time to time. The grant of Options will be subject to the conditions contained herein and may be subject to additional conditions determined by the Board from time to time. Each Option granted hereunder shall be evidenced by an agreement in writing, signed on behalf of the Company and by the Participant, in such form as the Board shall approve from time to time. Each such agreement shall recite that it is subject to the provisions of this Plan.

4.2 The aggregate number of Common Shares of the Company allocated and made available to be granted to Participants under the Plan shall not exceed 10% of the issued and outstanding Common Shares of the Company as at the date of grant (on a non-diluted basis). Any issuance of Common Shares from treasury pursuant to the exercise of Options shall automatically replenish the number of Common Shares available for Option grants under the Plan. Common Shares in respect of which Options are cancelled or not exercised prior to expiry, for any reason, shall be available for subsequent Option grants under the Plan. No fractional shares may be purchased or issued hereunder.

4.3 The Company shall at all times, during the term of the Plan, reserve and keep available such number of Common Shares as will be sufficient to satisfy the requirements of the Plan.

4.4 Any grant of Options under the Plan shall be subject to the following restrictions:

(a) the aggregate number of Common Shares reserved for issuance pursuant to Options granted to any one Participant, other than a consultant, in any 12 month period may not exceed 5% of the Company's total issued and outstanding Common Shares, unless disinterested shareholder approval is obtained;

(b) the aggregate number of Common Shares issuable pursuant to Options granted to Insiders at any point in time pursuant to the Plan and other security based compensation arrangements may not exceed 10% of the Company's total issued and outstanding Common Shares, unless disinterested shareholder approval is obtained;

(c) the aggregate number of Common Shares issued to Insiders pursuant to the Plan and other security based compensation arrangements in any 12 month period may not exceed 10% of the Company's total issued and outstanding Common Shares, unless disinterested shareholder approval is obtained;

(d) no more than 2% of the total issued and outstanding Common Shares at the time of grant may be granted to any one consultant in any 12 month period; and

(e) no more than an aggregate of 2% of the total issued and outstanding Common Shares at the time of grant may be granted to all persons engaged to conduct Investor Relations Activities in any 12 month period and all Options issued to persons engaged to conduct Investor Relations Activities must vest in stages over a period of not less than 12 month with no more than ¼ of the Options vesting in any three month period.

4.5 Provided that the Company is listed on the Toronto Stock Exchange (the "**TSX**") and is in compliance with applicable TSX requirements, the Board may grant Options which allow a Participant to elect to exercise its Option on a "cashless basis", whereby the Participant, instead of making a cash payment for the aggregate exercise price, shall be entitled to be issued such number of Common Shares equal to the number which results when: (i) the difference between the aggregate Fair Market Value of the Common Shares underlying the Option and the aggregate exercise price of such Option is divided by (ii) the Fair Market Value of each Common Share. For greater certainty, the Options may not be exercised on a "cashless basis" while the Common Shares are listed on the Exchange.

4.6 All Options granted pursuant to this Plan shall be subject to rules and policies of the Exchange and any other regulatory body having jurisdiction.

4.7 A Participant who has been granted an Option may, if otherwise eligible, and if permitted under the policies of the Exchange, be granted an additional Option if the Board so determines.

5. Option Price

5.1 Subject to applicable Exchange approval, the Option Price shall be fixed by the Board at the time the Option is granted to a Participant. In no event shall the price be less than the Discounted Market Price (as defined in the policies of the Exchange). If a press release fixing the price is not issued, the Discounted Market Price is the closing price per Common Share on the Exchange on the last trading day preceding the date of grant on which there was a closing price (less the applicable discount) or, if the Common Shares are not listed on any stock exchange, a price determined by the Board; provided that, if the Board, in its sole discretion, determines that the closing price on the last trading day preceding the date of grant would not be representative of the market price of the Common Shares, then the Board may base the price on the greater of the closing price and the weighted average price per share for the Common Shares for five (5) consecutive trading days ending on the last trading day preceding the date of grant on which there was a closing price on the Exchange. The weighted average price shall be determined by dividing the aggregate sale price of all Common Shares sold on the Exchange during the said five (5) consecutive trading days, by the total number of Common Shares so sold.

5.2 Once the Option Price has been determined by the Board, accepted by the Exchange and the Option has been granted, if the Participant is an Insider, the term of the Option may only be extended and the Option Price may only be reduced if disinterested shareholder approval is obtained; provided that such disinterested shareholder approval is then a requirement of the Exchange or other regulatory body having jurisdiction.

6. Term of Option

6.1 The term of the Option shall be a period of time fixed by the Board, not to exceed ten years from the date of grant. Unless the Board determines otherwise, Options shall be exercisable in whole or in part at any time during this period in accordance with such vesting provisions, conditions or limitations (including applicable hold periods) as are herein contained or as the Board may from time to time impose, or as may be required by the Exchange or under applicable securities law.

6.2 Each Option and all rights thereunder shall be expressed to expire at the Expiry Time, but shall be subject to earlier termination in accordance with Section 11 hereof.

6.3 Subject to any specific requirements of the Exchange, the Board shall determine the vesting period or periods within the Option term, during which a Participant may exercise an Option or a portion thereof.

6.4 In addition to any resale restriction under securities laws, an Option may be subject to a four month Exchange hold period commencing on the date the Option is granted.

6.5 Except in the case of a Participant's Option that terminates pursuant to section 11.4 below, in the event that the term of any Option expires within or immediately following a "blackout period" imposed by the Company, the Option shall expire on the date (the "**Blackout Expiration Date**") that is ten Business Days following the end of such blackout period. The Blackout Expiration Date shall not be subject to the discretion of the Board.

7. Exercise of Option

7.1 Subject to the provisions of the Plan and the terms of any stock option agreement, an Option or a portion thereof may be exercised, from time to time, by delivery of the Exercise Notice to the Company's principal office in Vancouver, British Columbia. The Exercise Notice shall state the intention of the Participant or the Participant's legal personal representative to exercise the said Option or a portion thereof and specify the number of Common Shares in respect of which the Option is then being exercised, and shall be accompanied by the full purchase price of the Common Shares which are the subject of the exercise. As long as the Company is listed on the TSX Venture Exchange, the purchase price must be paid by cash, certified cheque or bank draft. Such Exercise Notice shall contain the Participant's undertaking to comply, to the satisfaction of the Company, with all applicable requirements of the Exchange and any applicable regulatory authorities.

8. Adjustments in Shares

8.1 If the outstanding shares of the Company are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Company through a re-organization, plan of arrangement, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, an appropriate and proportionate adjustment shall be made by the Board, in its discretion but subject to the prior acceptance of the Exchange, in the number or kind of shares optioned and the exercise price per share with respect to: (a) previously granted and unexercised Options or portions thereof; and (b) Options which may be granted subsequent to any such change in the Company's capital.

8.2 Determinations by the Board as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive, subject to the prior acceptance of the Exchange. The Company shall not be obligated to issue fractional securities in satisfaction of any of its obligations hereunder.

9. Accelerated Vesting

9.1 In the event that certain events such as a liquidation or dissolution of the Company or a re-organization, plan of arrangement, merger or consolidation of the Company with one or more corporations, as a result of which the Corporation is not the surviving corporation, or the sale by the Corporation of all or substantially all of the property and assets of the Company to another corporation prior to the Expiry Time, are proposed or contemplated, the Board may, notwithstanding the terms of this Plan or any stock option agreements issued hereunder, exercise its discretion, by way of resolution, to permit accelerated vesting of Options (subject to the prior written approval of the Exchange if the original vesting condition is mandatory under the policies of the Exchange) on such terms as the Board sees fit at that time. If the Board, in its sole discretion, determines that the Common Shares subject to any Option granted hereunder shall vest on an accelerated basis, all Participants entitled to exercise an unexercised portion of Options then outstanding shall have the right at such time, upon written notice being given by the Corporation, to exercise such Options to the extent specified and permitted by the Board and within the time period specified by the Board, which shall not extend past the Expiry Time.

9.2 Except for any Option granted to a person engaged to conduct Investor Relations Activities, an Option may provide that whenever the Company's shareholders receive a Take-Over Bid and the Company supports this bid, pursuant to which the "offeror" would, as a result of such Take-Over Bid being successful, beneficially own in excess of 50% of the outstanding Common Shares, the Participant may exercise the Acceleration Right. The Acceleration Right shall commence on the date of the mailing of the Board circular recommending acceptance of the Take-Over Bid and end on the earlier of:

(a) the Expiry Time; and

(b) (i) in the event the Take-Over Bid is unsuccessful, the expiry date of the Take-Over Bid; and (i) in the event the Take-Over Bid is successful, the tenth (10th) day following the expiry date of the Take-Over Bid.

9.3 At the time of the termination of the Acceleration Right, the original vesting terms of the Options shall be reinstated with respect to the Common Shares issuable thereunder which were not acquired by the holders of such Options pursuant to the terms thereof. Notwithstanding the foregoing, the Acceleration Right may be extended for such longer period as the Board may resolve.

9.4 Provided that the Company is listed on the TSX and is in compliance with applicable TSX requirements, the Company may satisfy any obligations to a Participant hereunder by paying to the Participant in cash the difference between the exercise price of all unexercised Options granted hereunder and the Fair Market Value of the Common Shares to which the Participant would be entitled upon exercise of all unexercised Options, regardless of whether all conditions of exercise relating to continuous employment have been satisfied.

10. Decisions of the Board

All decisions and interpretations of the Board respecting the Plan or Options granted thereunder shall be conclusive and binding on the Company and the Participants and their respective legal personal representatives and on all directors, officers, employees and consultants of the Company who are eligible to participate under the Plan.

11. Ceasing to be a Director, Officer, Employee or Consultant

11.1 Subject to the terms of the applicable stock option agreements and subject to section 11.4 hereof, in the event of the Participant ceasing to be a director, officer, employee or consultant of the Company or a Subsidiary for any reason other than death, including the resignation or retirement of the Participant or the termination by the Company or a Subsidiary of the employment of the Participant, prior to the Expiry Time, such Option (including an Option held by a Participant's Personal Holding Company) may be exercised as to such Common Shares in respect of which the Option has not previously been exercised (and as the Participant would have been entitled to exercise) at any time up to and including (but not after) the earlier of: (a) the Expiry Time; and (b) a date that is ninety (90) days (or such other period as may be determined by the Board, provided that such period is not more than one year) following the effective date of such resignation or retirement or a date that is ninety (90) days (or such other period as may be determined by the Board, provided that such period is not more than one year) following the date notice of termination of employment is given by the Company or a Subsidiary, whether such termination is with or without reasonable notice, and subject to such shorter period as may be otherwise specified in the stock option agreement, after which date the Option shall forthwith expire and terminate and be of no further force or effect whatsoever.

11.2 In consideration of the Option hereby granted, in the event of the resignation or retirement of the Participant or the termination of employment by the Company without cause, the Participant hereby covenants not to sue the Company for damages arising from the loss of rights granted hereunder and releases the Company from any damages.

11.3 Notwithstanding the foregoing, in the event of termination for cause, such Option (including an Option held by a Participant's Personal Holding Company) shall expire and terminate immediately at the time of delivery of notice of termination of employment for cause to the Participant by the Company or a Subsidiary and shall be of no further force or effect whatsoever as to the Common Shares in respect of which an Option has not previously been exercised.

11.4 In the event of the death of a Participant on or prior to the Expiry Time, such Option (including an Option held by a Participant's Personal Holding Company) may be exercised as to such of the Common Shares in respect of which such Option has not previously been exercised (and as the Participant would have been entitled to purchase), by the legal personal representatives of the Participant at any time up to and including (but not after) a date one (1) year from the date of death of the Participant, after which date the Option shall forthwith expire and terminate and be of no further force or effect whatsoever.

11.5 Options shall not be affected by any change of employment of the Participant where the Participant continues to be employed by the Company or any of its Subsidiaries.

12. Transferability

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or to the extent, if any, permitted by the Exchange.

13. Amendment or Discontinuance of Plan

(a) The approval of the Board and the requisite approval from the Exchange and the shareholders shall be required for any of the following amendments to be made to the Plan:

(i) any increase to the fixed maximum percentage of Common Shares issuable under the Plan;

(ii) an increase in the maximum number of Common Shares that may be issued to Insiders within any one year period or that are issuable to Insiders at any time;

(iii) an extension of the term of an Option held by or benefiting an Insider (which shall also require disinterested shareholder approval, provided that such disinterested shareholder approval is then a requirement of the Exchange or other regulatory body having jurisdiction);

(iv) any change to the definition of "Participants" which would have the potential of broadening or increasing Insider participation;

(v) provided that the Company is listed on the TSX, the addition of a cashless exercise feature, payable in cash or securities which does not provide for a full deduction of the number of underlying securities from the Plan reserve; and

(vi) any other amendments that may lead to significant or unreasonable dilution in the Company's outstanding securities or may provide additional benefits to Participants, especially Insiders, at the expense of the Company and its existing shareholders.

(b) The Board may, without shareholder approval but subject to receipt of requisite approval as required by the Exchange, in its sole discretion make all other amendments to the Plan that are not of the type contemplated in subsection 13(a) above including, without limitation:

(i) amendments of a housekeeping nature;

(ii) a change to the vesting provisions of an Option; and

(iii) a change to the termination provisions of an Option which does not entail an extension beyond the original expiry date, except as contemplated in Section 6.5 above;

14. Participants' Rights

14.1 A Participant shall not have any rights as a shareholder of the Company until the issuance of a certificate for Common Shares upon the exercise of an Option or a portion thereof, and then only with respect to the Common Shares represented by such certificate or certificates.

14.2 Nothing in the Plan or any Option shall confer upon any Participant any rights to continue in the employ of the Company or any Subsidiary or affect in any way the right of the Company or any such Subsidiary to terminate the employment of the Participant at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Company or any such Subsidiary to extend the employment of any Participant beyond the time such Participant would normally retire pursuant to the provisions of any present or future retirement plan of the Company or any Subsidiary, or beyond the time at which he would otherwise be retired pursuant to the provisions of any contract of employment with the Company or any Subsidiary.

15. Approvals

15.1 The Plan shall be subject, if applicable, to the approval of the Exchange or other regulatory body having jurisdiction at that time and, if so required thereby, to the approval of the shareholders of the Company.

16. Government Regulation

16.1 The Company's obligation to issue and deliver Common Shares under any Option is subject to:

(a) the satisfaction of all requirements under applicable securities laws in respect thereof and obtaining all regulatory approvals as the Company shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;

(b) the admission of such Common Shares to listing on any stock exchange on which such Common Shares may then be listed; and

(c) the receipt from the Participant of such representations, warranties, agreements and undertakings as to future dealings in such Common Shares as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

16.2 In this regard, the Company shall take all reasonable steps to obtain such approvals and registrations as may be necessary for the issuance of such Common Shares and for the listing of such Common Shares on the Exchange, in compliance with applicable securities laws. If any shares cannot be issued to any Participant for whatever reason, the obligation of the Company to issue such shares shall terminate and the Option Price paid to the Company will be returned to the Participant.

17. Costs

The Company shall pay all costs of administering the Plan.

18. Interpretation

This Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

19. Compliance with Applicable Law

If any provision of the Plan or any Option contravenes any law or any order, policy, bylaw or regulation of any regulatory body or the Exchange, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.