**CARDIOCOMM SOLUTIONS, INC.**
(the "Company")

**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, 2023 and 2022. 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, Chief Executive Officer and Former Interim Chief Financial Officer[2] | 2023 | 187,512 | Nil | Nil | Nil | Nil | 187,512 |
| | 2022 | 180,000 | Nil | Nil | Nil | 6,031 [1] | 186,031 |
| Josee Bertrand, Former Chief Financial Officer[3] | 2023 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2022 | Nil | Nil | Nil | Nil | Nil | Nil |
| John Foote, Former Director[5] | 2023 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2022 | 4,400 [4] | Nil | Nil | Nil | Nil | 4,400 [4] |
| Simi Grosman, Former Director[6] | 2022 | 4,400 [11] | Nil | Nil | Nil | Nil | 4,400 [11] |
| Steven Benyo, Former Director[7] | 2022 | 7,200 [11] | Nil | Nil | Nil | Nil | 7,200 [11] |
| Robert Caines, Director, Chair and Chief Financial Officer [8] | 2023 | 8,950 | Nil | Nil | Nil | Nil | 8,950 |
| | 2022 | 8,950 [4] | Nil | Nil | Nil | Nil | 8,950 [4] |

| Name and Position | Year | Salary, consulting fee, retainer or commission ($) | Bonus ($) | Committee or meeting fees ($) | Value of perquisites ($) | Value of All Other Compensation ($) | Total Compensation ($) |
|---|---|---|---|---|---|---|---|
| Daniel Grima, Director [9] | 2023 | 7,200 | Nil | Nil | Nil | Nil | 7,200 |
| | 2022 | Nil | Nil | Nil | Nil | Nil | Nil |
| Robin Black, Director [10] | 2023 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2022 | Nil | Nil | Nil | Nil | Nil | Nil |

(1) This amount represents the value of option-based awards.
(2) Mr. Etienne Grima was appointed interim CFO on May 9, 2023 and resigned on Jan. 8, 2024.
(3) Ms. Bertrand was appointed CFO effective September 1, 2020 and resigned on March 22, 2024.
(4) Half of this amount was paid in cash, and half was paid through the issuance of Common Shares of the Company at a price of $0.05 per share.
(5) Dr. Foote resigned on March 31, 2023.
(6) Mr. Grosman resigned on December 20, 2022.
(7) Mr. Benyo resigned on December 20, 2022.
(8) Mr. Robert Caines was appointed as CFO on Jan. 8, 2024.
(9) Mr. Daniel Grima was appointed as a director on December 20, 2022.
(10) Mr. Robin Black was appointed as director on Feb. 8, 2024.
(11) This amount was paid through the issuance of Common Shares of the Company at a price of $0.05 per share.

**Stock Options and Other Compensation Securities**

The following Stock Options were granted or issued to Named Executive Officers or directors during the financial year ended December 31, 2022.

| 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, Chief Executive Officer and Interim Chief Financial Officer | Stock Options | 62,500 | Jan. 1, 2022 | $0.05 | $0.03 | $0.03 | Jan. 1, 2027 |
| | Stock Options | 125,000 | July 27, 2022 | $0.05 | $0.05 | $0.05 | July 27, 2027 |
| | Stock Options | 125,000 | Dec. 20, 2022 | $0.05 | $0.05 | $0.05 | Dec. 20, 2027 |

No Stock Options were exercised by Named Executive Officers or directors during the most recently completed financial year ended December 31, 2023.

**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; or

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 objection thereto prior to such date.

**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.