



NUREXONE BIOLOGIC INC.

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON JUNE 18, 2025**

AND

MANAGEMENT INFORMATION CIRCULAR

DATED: MAY 12, 2025

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

NUREXONE BIOLOGIC INC.

Suite 801-1 Adelaide Street East, Toronto, ON M5C 2V9

NOTICE OF ANNUAL AND SPECIAL MEETING

NOTICE IS HEREBY GIVEN that the annual and special meeting (the “**Meeting**”) of the shareholders of NurExone Biologic Inc. (the “**Company**”) will be held at the offices of Garfinkle Biderman LLP (Suite 801-1 Adelaide St. E, Toronto, ON M5C 2V9), on June 18, 2025, beginning at 2:00 p.m. (Toronto time) for the following purposes:

1. to place before the Meeting the audited financial statements of the Company for the fiscal year ended December 31, 2024, and the accompanying report of the auditors thereon;
2. to set the number of directors for the ensuing year at five;
3. to authorize the board of directors of the Company (the “**Board**”) to set the number of directors from time to time within the minimum and maximum number of directors set forth in the articles of the Company in accordance with Section 125(3) of the *Business Corporations Act* (Ontario) and to authorize an amendment to the articles of the Company (the “**Articles**”) by removing the provision restricting the number of directors that can be appointed in between annual general meetings by the Board;
4. to elect Yoram Drucker, Lior Shaltiel, Gadi Riesenfeld, James (Jay) Richardson and Oded Orgil as directors of the Company to hold office until the next annual meeting of the Company, or until their earlier resignation or such time as their successors are duly elected or appointed in accordance with the Company’s constituting documents;
5. to re-appoint Ziv Haft, CPA (Isr.), a BDO member firm, as the auditors of the Company for the Company’s fiscal year ending December 31, 2025, with remuneration to be fixed by the Board;
6. to consider and, if thought advisable, to pass, with or without variation, an ordinary resolution of disinterested shareholders to ratify, confirm, and approve the amended and restated omnibus plan, as more particularly described in the management information circular dated May 12, 2025 (the “**Circular**”);
7. to consider and, if thought advisable, to pass, with or without variation, a special resolution approving an amendment to the Articles by removing the provision restricting transfers of securities of the Company, and to ratify, confirm, and approve any and all prior trades of securities in the capital of the Company as more particularly described in the Circular; and
8. to transact such further or other business as may properly come before the Meeting and any adjournment or postponement thereof.

The Circular accompanying this notice of Meeting (the “**Notice**”) 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. The Board has fixed May 12, 2025, as the record date for the determination of shareholders entitled to notice of and to vote at the Meeting and at any adjournment or postponement thereof. Each registered shareholder at the close of business on that date is entitled to such notice and to vote at the Meeting in the circumstances set out in the Circular.

If you are a registered shareholder of the Company and unable to attend the Meeting, please exercise your right to vote by: (a) completing, dating, signing and returning the form of proxy in the enclosed proxy return envelope to Computershare Investor Services Inc. (“**Computershare**”): (a) by mail to 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1; (b) logging on to www.investorvote.com and entering your control number as instructed on the login page; (c) calling to vote using the telephone at 1-866-732-VOTE (8683) Toll Free; or (d) faxing the completed form of proxy to 416-263-9524. A completed proxy must be received at Computershare no later than 2:00 p.m. (Toronto time) on June 16, 2025, or at least 48 hours (excluding Saturdays, Sundays and holidays) preceding any adjournment of the Meeting. Late proxies may be accepted or rejected by the chairman of the Meeting in their discretion, and the chairman is under no obligation to accept or reject any particular late proxies.

If you are a non-registered shareholder of the Company and received this Notice and accompanying materials through a broker, a financial institution, a participant, or a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your securities on your behalf (each, an “**Intermediary**”), please complete and return the materials in accordance with the instructions provided to you by your Intermediary.

DATED at Toronto, Ontario, 12th day of May 2025.

By Order of the Board of Directors of

NUREXONE BIOLOGIC INC.

/s/ “Yoram Drucker”

Yoram Drucker

Chairman of the Board of Directors

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

NUREXONE BIOLOGIC INC.

Suite 801-1 Adelaide Street East, Toronto, ON M5C 2V9

MANAGEMENT INFORMATION CIRCULAR

INTRODUCTION

This management information circular (the “**Circular**”) accompanies the notice (the “**Notice**”) of the annual and special meeting of shareholders (the “**Meeting**”) of NurExone Biologic Inc. (the “**Company**”), to be held beginning at 2:00 p.m. (Toronto time) on June 18, 2025 at the offices of Garfinkle Biderman LLP (Suite 801-1 Adelaide Street East, Toronto, ON M5C 2V9), and is furnished to shareholders holding common shares of the Company (each, a “**Share**”), in connection with the solicitation by the management of the Company of proxies to be voted at the Meeting, or at any adjournment or postponement thereof.

Date and Currency

This Circular is dated May 12th, 2025, and, unless otherwise indicated, the information provided in this Circular is given as of such date. Unless otherwise stated, all amounts herein are in Canadian dollars.

PROXIES AND VOTING RIGHTS

Management Solicitation

The solicitation of proxies by management of the Company will be conducted primarily by mail and may be supplemented by telephone or other personal contact to be made without special compensation to any of the directors, officers and employees of the Company. No solicitation is expected to be made by specifically engaged employees or soliciting agents. The costs of the solicitation of proxies by management for use at the Meeting will be borne by the Company.

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

Appointment of Proxy

The board of directors of the Company (the “**Board**”) have fixed May 12, 2025, as the record date for the determination of shareholders entitled to receive notice of and to vote at the Meeting (the “**Record Date**”). Only shareholders of record at the close of business on the Record Date are entitled to receive notice of and vote at the Meeting. A shareholder is entitled to one vote for each Share that such shareholder holds on the Record Date on the resolutions to be voted upon at the Meeting, and any other matter to come before the Meeting. Registered shareholders may attend the Meeting in person or be represented by proxy. Non-registered holders of Shares should read the information under the heading “*Advice to Beneficial Shareholders*”.

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

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

A SHAREHOLDER MAY EXERCISE THIS RIGHT BY STRIKING OUT THE PRINTED NAMES OF THE DESIGNATED PERSONS AND INSERTING THE NAME OF SUCH OTHER PERSON AND, IF DESIRED, AN ALTERNATE TO SUCH PERSON, IN THE BLANK SPACE PROVIDED ON THE FORM OF PROXY. SUCH SHAREHOLDER SHOULD NOTIFY THE NOMINEE OF THE APPOINTMENT, OBTAIN THE NOMINEE'S CONSENT TO ACT AS PROXY, AND PROVIDE INSTRUCTION TO THE NOMINEE ON HOW THE SHAREHOLDER'S SHARES SHOULD BE VOTED. THE NOMINEE MUST BRING PERSONAL IDENTIFICATION TO THE MEETING.

If you are a registered shareholder of the Company and unable to attend the Meeting, please exercise your right to vote by: (a) completing, dating, signing and returning the form of proxy in the enclosed proxy return envelope to Computershare Investor Services Inc. ("**Computershare**"): (a) by mail to 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1; (b) logging on to www.investorvote.com and entering your control number as instructed on the login page; (c) calling to vote using the telephone at 1-866-732-VOTE (8683) Toll Free; or (d) faxing the completed form of proxy to 416-263-9524. A completed proxy must be received at Computershare no later than 2:00 p.m. (Toronto time) on June 16, 2025, or at least 48 hours (excluding Saturdays, Sundays and holidays) preceding any adjournment of the Meeting. Late proxies may be accepted or rejected by the chairman of the Meeting in their discretion, and the chairman is under no obligation to accept or reject any particular late proxies.

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

Revocation of Proxies

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

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

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

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

IF NO CHOICE IS SPECIFIED IN THE PROXY WITH RESPECT TO A MATTER TO BE ACTED UPON, THE PROXY CONFERS DISCRETIONARY AUTHORITY WITH RESPECT TO THAT MATTER UPON THE DESIGNATED PERSONS. IT IS INTENDED THAT THE DESIGNATED PERSONS WILL VOTE THE SHARES REPRESENTED BY THE PROXY IN FAVOUR OF EACH MATTER IDENTIFIED IN THE PROXY, INCLUDING FOR SETTING THE NUMBER OF DIRECTORS AT FIVE FOR THE ENSUING YEAR, AUTHORIZING THE BOARD TO SET THE NUMBER OF DIRECTORS, ELECTION OF THE NOMINEES IDENTIFIED HEREIN AS DIRECTORS OF THE COMPANY, THE RE-APPOINTMENT OF THE COMPANY'S AUDITOR, THE APPROVAL OF THE AMENDED OMNIBUS PLAN (AS DEFINED HEREIN), AND THE APPROVAL OF THE ARTICLE AMENDMENTS (AS DEFINED HEREIN).

The enclosed form of proxy confers discretionary authority upon the Designated Persons with respect to other matters which may properly come before the Meeting, including any amendments or variations to any matters identified in the Notice, whether or not any such amendment or variation is routine or contested. At the date of this Circular, management of the Company is not aware of any such amendments, variations or other matters to come before the Meeting.

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

ADVICE TO BENEFICIAL SHAREHOLDERS

The information set out in this section is of significant importance to many holders of Shares, as a substantial number of shareholders of the Company do not hold Shares in their own name. Only registered shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most shareholders are "non-registered" shareholders because the Shares they own are not registered in their names but are instead registered in the name of a brokerage firm, bank or trust company. More particularly, a person is not a registered shareholder in respect of Shares which are held on behalf of that person (i.e., such person is a "beneficial shareholder", referred to herein as a "**Non-Registered Holder**"). Shares beneficially owned by a Non-Registered Holder are registered either: (a) in the name of an intermediary (an "**Intermediary**") that the Non-Registered Holder deals with in respect of the Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators or self-administered RRSP's, RRIF's, RESPs and similar plans); or (b) in the name of a clearing agency (such as CDS Clearing and Depositary Services Inc.) of which the Intermediary is a participant.

Intermediaries are required to forward the Notice, Circular and form of proxy for the Meeting (collectively, the "**Meeting Materials**") to Non-Registered Holders, unless a Non-Registered Holder has waived the right to receive them. Very often, Intermediaries will use service companies to forward the Meeting Materials to Non-Registered Holders. Generally, Non-Registered Holders who have not waived the right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile, stamped signature), which is restricted as to the number of Shares beneficially owned by the Non-Registered Holder but which is otherwise not completed. Because the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Non-Registered Holder when submitting the proxy. In this case, the Non-Registered Holder who wishes to submit a proxy should otherwise properly complete the form of proxy and deposit it with Computershare as provided above; or
- (b) more typically, be given a voting instruction form which is not signed by the Intermediary, and which, when properly completed and signed by the Non-Registered Holder and returned to the Intermediary or its service company, will constitute voting instructions (often called a "voting instruction form") which the Intermediary must follow. Typically, the voting instruction form will consist of a one-page pre-printed form. Sometimes, instead of a one-page pre-printed form, the voting instruction form will consist of a regular printed proxy form accompanied by a page of instructions, which contains a removable label containing a bar-code and other information. In order for the form of proxy to validly constitute a voting instruction form, the Non-Registered Holder must remove the label from the instructions and affix it to the form of

proxy, properly complete and sign the form of proxy and return it to the Intermediary or its service company in accordance with the instructions of the Intermediary or its service company.

In either case, the purpose of this procedure is to permit a Non-Registered Holder to direct the voting of the Shares which they beneficially own. Should a Non-Registered Holder who receives one of the above forms wish to vote at the Meeting in person, the Non-Registered Holder should strike out the names of the Designated Persons and insert the Non-Registered Holder's name in the blank space provided. In either case, Non-Registered Holders should carefully follow the instructions of their Intermediary, including those regarding when and where the proxy or proxy authorization form is to be delivered.

There are two kinds of beneficial owners – those who object to their name being made known to the issuers of securities which they own (i.e., objecting beneficial owners, referred to herein as “**OBOs**”) and those who do not object to the issuers of the securities they own knowing who they are (i.e., non-objecting beneficial owners, referred to herein as “**NOBOs**”). Pursuant to National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* of the Canadian Securities Administrators (“**NI 54-101**”), issuers can obtain a list of their NOBOs from Intermediaries for distribution of proxy-related materials directly to NOBOs. In accordance with the requirements set out in NI 54-101, the Company has distributed copies of the Meeting Materials to the clearing agencies and Intermediaries (or their agents) for onward distribution to all Non-Registered Holders.

These Meeting Materials are being sent to both registered shareholders and Non-Registered Holders pursuant to NI 54-101. If you are a Non-Registered Holder who is a NOBO, and the Company or its agent has sent these materials directly to you, your name and address and information about your holdings of Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding Shares on your behalf. The Company's management does intend to pay for Intermediaries to forward to OBOs the Meeting Materials.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Record Date

The Record Date for the purpose of determining the shareholders entitled to receive notice of and vote at the Meeting has been fixed as May 7, 2025. All shareholders of record at the close of business on the Record Date are entitled to vote the Shares registered in such shareholder's name at that date on each matter to be acted upon at the Meeting.

Description of Voting Securities

The Company is authorized to issue an unlimited number of Shares without par value. As of the Record Date, a total of 78,007,913 Shares were issued and outstanding. Each Share carries the right to one vote on each matter at the Meeting. The outstanding Shares of the Company are listed and posted for trading on the TSX Venture Exchange (the “**TSXV**”).

No other voting securities are issued and outstanding as of the Record Date.

Quorum

The quorum for the transaction of business at the Meeting is met if the holders of at least five (5) % of the Shares entitled to vote, whether represented in person or by proxy, are present.

Principal Shareholders

To the knowledge of the directors and senior officers of the Company, as at the Record Date, and based on the Company's review of the records maintained by Computershare, electronic filings with the System for Electronic Document Analysis and Retrieval Plus (“**SEDAR+**”) and insider reports filed with the System for Electronic Disclosure by Insiders (“**SEDI**”), as at the date of this Circular, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Shares carrying more than 10% of the voting rights attached to the outstanding Shares of the Company.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Presentation of Financial Statements

At the Meeting, the Company's audited financial statements for the fiscal year ended December 31, 2024 (the "**Annual Financial Statements**"), and the accompanying report of the auditors thereon, will be laid before shareholders at the Meeting and are available under the Company's SEDAR+ profile at www.sedarplus.ca. No vote by shareholders is required with respect to this matter.

2. Fixing the Number of Directors

At the Meeting, shareholders will be asked and, if deemed advisable, to pass, with or without variation, a special resolution fixing the number of directors at five for the ensuing year. The resolution must be approved by at least two-thirds (66 2/3%) of the votes cast by shareholders present or represented by proxy at the Meeting.

Management recommends shareholders vote FOR the foregoing resolution. Unless the shareholder has specified in the enclosed form of proxy that the Shares represented by that proxy are to be withheld from voting, the Designated Persons intend to vote FOR the foregoing resolution.

3. Authorizing the Board to Set the Number of Directors

In accordance with section 125(3) of the *Business Corporations Act* (Ontario), the Company may by special resolution authorize the directors to determine the number of directors. At the Meeting, shareholders will be asked to pass a special resolution to empower the directors to fix the number of directors to be elected within the minimum and maximum number of directors provided for in the articles of the Company.

Additionally, shareholders will be asked to approve an amendment to the Company's articles of incorporation (the "**Articles**") by removing the limits to the number of directors that can be appointed in between annual general meetings by the Board, as such limits are already prescribed under the *Business Corporations Act* (Ontario).

Section 13 of the Articles provides the following:

"The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual meeting of the Corporation."

Subject to such amendments, variations or additions as may be approved at the Meeting, in order to empower the directors to fix the number of directors to be elected within the minimum and maximum number of directors provided for in the Articles, and to remove section 13 of the Articles, the resolution must be approved by at least two-thirds (66 2/3%) of the votes cast by shareholders present or represented by proxy at the Meeting.

"BE IT RESOLVED, AS A SPECIAL RESOLUTION OF SHAREHOLDERS, THAT:

1. In accordance with section 125(3) of the *Business Corporations Act* (Ontario), the directors shall be empowered and authorized to determine the number of directors of the Company to be elected at annual meetings of the Company within the minimum and maximum numbers provided for in the articles of the Company, provided that the number of directors so set between meetings of shareholders of the Company may not exceed one and one-third of the number of directors elected at the previous annual meeting of shareholders;
2. The alteration of the existing Articles of Incorporation of the Company to amend Section 13 by deleting the provision in its entirety, as fully described in the management information circular of the Company dated May 12, 2025, be and is hereby authorized and approved; and

3. Any one director or officers of the Company be and is hereby authorized to take all such acts and proceedings and to execute and deliver all such applications, authorizations, certificates, documents and instruments, as in their opinion may be reasonably necessary or desirable for the implementation of this resolution.”

Management recommends shareholders vote FOR the foregoing resolution. Unless the shareholder has specified in the enclosed form of proxy that the Shares represented by that proxy are to be withheld from voting, the Designated Persons intend to vote FOR the foregoing resolution.

4. Election of Directors

The Board presently consists of five (5) directors being Yoram Drucker, Lior Shaltiel, Gadi Riesenfeld, James (Jay) Richardson and Oded Orgil, and the term of each of the Company’s present directors expires at the close of the Meeting. The shareholders are required to elect the directors of the Company to hold office until the next annual meeting of shareholders or until the successors of such directors are elected or appointed. The current directors of the Company, whose names are set out below, have been nominated by the Board for election as directors at the Meeting (“**Nominees**”). Each elected director will hold office until the next annual meeting of shareholders of the Company or until his or her successor is duly elected or appointed, unless his or her office is earlier vacated in accordance with the by-laws of the Company.

The following table sets forth the names and jurisdictions of residence of the Nominees for election as directors of the Company, the offices in the Company, if any, held by them, their principal occupations (for the past five (5) years) and the number of Shares beneficially owned, or over which control or direction is exercised. If any such individual should be unable or unwilling to serve, an event not presently anticipated, the Designated Persons will have the right to vote, at their discretion, for another nominee, unless a proxy withholds authority to vote for the election of directors:

Name, Place of Residence and Position(s) with the Company	Principal Occupation⁽¹⁾	Director Since	Number of Shares Beneficially Owned⁽¹⁾
Yoram Drucker ⁽³⁾ Macabim - Reut, Israel <i>Chairman, Director and Vice President, Strategic Development</i>	Director and Vice President, Strategic Development of the Company; prior thereto independent businessman and consultant.	June 15, 2022	3,655,000
Dr. Lior Shaltiel ⁽²⁾ Modiin, Israel <i>Director and Chief Executive Officer</i>	Chief Executive Officer of the Company.	June 15, 2022	425,000
Oded Orgil ⁽²⁾⁽³⁾ Ontario, Canada <i>Director</i>	External Director, Founder & President at 5X Capital Management, President at Canada Israel Chamber of Commerce, CEO at Ocean Falls Blockchain Corp.	June 15, 2022	Nil
James (Jay) Richardson ⁽²⁾ Ontario, Canada <i>Director</i>	CFO and Director of Graphano Energy Limited, CFO and Director of Edison Lithium Corp., CFO and Director of Manganese X Energy, and CFO and Director of BacTech Environmental.	June 27, 2011	93,333 ⁽⁴⁾
Gadi Riesenfeld ⁽³⁾ Rehovot, Israel <i>Director</i>	Chairman and CEO of TimeStamp – Real World Adherence Assessment.	July 6, 2023	Nil

Notes:

- (1) Information has been furnished by the respective Nominees individually.
- (2) Member of the Audit Committee of the Board. For more information, please see the heading entitled “Audit Committee Disclosure”.
- (3) Member of the Compensation Committee.
- (4) Mr. Richardson’s holdings include those beneficially owned by his wife, since Mr. Richardson may be considered to have control or direction over those shares. Mr. Richardson’s wife beneficially owns 81,700 Shares.

Management does not contemplate that any of the Nominees will be unable to serve as directors. If any vacancies occur in the slate of Nominees listed above before the Meeting, then, subject to applicable law, the Designated Persons intend to exercise discretionary authority to vote the Shares represented by proxies for the election of any other persons as directors. Nominee biographies have been furnished in the Company’s management information circulars dated May 23, 2023 and April 19, 2024 which can be found on the Company’s SEDAR+ profile at www.sedarplus.ca.

Management recommends the election of each of the Nominees as a director of the Company. The Designated Persons intend to vote FOR the election of each of the Nominees, unless a shareholder has specified in their form of proxy that the Shares represented by such a form of proxy are to be withheld from voting in respect thereof.

Corporate Cease Trade Orders

Other than as disclosed below, to the best of management's knowledge, no Nominee of the Company has, within 10 years before the date of this Circular, been a director or officer of any company that, while that person was acting in that capacity, (i) was the subject of a cease trade or similar order or an order that denied that person or company access to any exemption under securities legislation for a period of more than 30 consecutive days, or (ii) was subject to an event that resulted, after the director or officer ceased to be a director or officer, in the company being the subject of a cease trade 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.

Mr. Richardson, in his capacity as a director, consented to be appointed as Director, Chief Executive Officer and Chair of Great Lakes Graphite ("GLK") when it was already under a cease trade order, in order to attempt a financial reorganization in 2019. Since then, under his guidance, GLK has made a proposal under Part III of the *Bankruptcy and Insolvency Act* (Canada) to its creditors which has been accepted by a supermajority of its creditors and received court approval.

Mr. Richardson, was the Chief Financial Officer and a director of the predecessor of the Company when it was issued a cease trade order by the Alberta Securities Commission on May 6, 2021 for failing to file its annual audited financial statements for the year ended December 31, 2020 and its related management's discussion and analysis, and officer certifications which were due to be filed on April 30, 2021. The cease trade order was revoked on May 28, 2021.

Bankruptcies

To the best of management's knowledge, no proposed director of the Company: (i) is or has been within the 10 years before the date of this Circular, a director or executive officer of any 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, was subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets.

Penalties and Sanctions

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

4. Appointment of Auditor

It is proposed that Ziv Haft, CPA (Isr.), a BDO member firm, whose principal office is located at Amot BDO House 48 Menachem Begin Road, Tel Aviv 661800, Israel, be re-appointed as auditor of the Company. Ziv Haft, CPA (Isr.), a BDO member firm, was first appointed as auditor of the Company on June 15, 2022.

At the Meeting, shareholders will be asked to vote for the re-appointment of Ziv Haft, CPA (Isr.), a BDO member firm, to serve as auditor of the Company for the Company's fiscal year ending December 31, 2025, at a remuneration to be fixed by the Board.

Management recommends shareholders vote FOR the appointment of Ziv Haft, CPA (Isr.), a BDO member firm, as the Company's auditor for the Company's fiscal year ending December 31, 2025, at remuneration to be fixed by the Board. Unless the shareholder has specified in the enclosed form of proxy that the Shares represented by that proxy are to be withheld from voting in the appointment of auditors, the Designated Persons intend to vote FOR the foregoing resolution. To be effective, the resolution re-appointing the auditors must be approved by at least a majority of the votes cast at the Meeting.

5. Approval of the Amended Omnibus Plan

At the Meeting, shareholders will be asked to approve the amended and restated omnibus plan ("**Amended Omnibus Plan**") which received approval of the Board on May 12, 2025. The Amended Omnibus Plan is intended to replace the Company's previous omnibus equity incentive plan, which was originally adopted on December 19, 2022, and re-approved by shareholders on June 3, 2024, including certain amendments thereto (the "**Predecessor Plan**").

Pursuant to the Amended Omnibus Plan, all directors, officers, employees, management company employees and consultants of the Company and/or its affiliates ("**Participants**") are eligible to receive Awards (as herein defined), subject to the terms of the Amended Omnibus Plan, and for Participants that are resident in the State of Israel, the Israeli Sub-Plan. Awards include share purchase options ("**Options**"), restricted share awards ("**Restricted Shares**"), restricted share units ("**RSUs**"), and together with Options and Restricted Shares, "**Awards**", under the Amended Omnibus Plan.

As at the date hereof, there are 8,091,871 Shares reserved for issuance pursuant to stock options ("**Options**") issued under the Predecessor Plan (the "**Predecessor Options**"), there are 2,000,000 Shares reserved for issuance pursuant to restricted share units issued under the Predecessor Plan (the "**Predecessor RSUs**"). If disinterested Shareholders approve the Amended Omnibus Plan, it will become effective as of the date of the Meeting (the "**Effective Date**") and no further Awards will be granted under the Predecessor Plan.

At the Meeting, disinterested shareholders will be asked to consider and, if deemed advisable, to pass with or without variation, an ordinary resolution in the form set out below (the "**Amended Omnibus Plan Resolution**"), subject to such amendments, variations or additions as may be approved at the Meeting, approving the Amended Omnibus Plan. Pursuant to TSX Venture Exchange Policy 4.4 – *Security Based Compensation*, disinterested shareholder approval means approval by a majority of the votes cast by all shareholders, excluding votes attached to Shares beneficially owned by Insiders, of the Company, to whom Awards may be granted and their associates. To the knowledge of the Company, such persons hold an aggregate of approximately 4,173,333 Shares.

The Amended Omnibus Plan remains substantially the same as the Predecessor Plan, with certain key amendments, which are summarized below:

- (a) Under the terms of the Amended Omnibus Plan, the following Shares will be reserved for issuance: (i) the maximum number of Shares issuable pursuant to the new grant of Options shall be 10% of the total number of issued and outstanding Shares as at the date of any Option grant, subtracted by Shares reserved for issuance on exercise of Options then outstanding; and (ii) the maximum aggregate number of Shares reserved for issuance pursuant to the settlement of RSUs and Restricted Shares shall be fixed at 10% of the issued and outstanding Shares as at the Effective Date.
- (b) Under the terms of the Amended Omnibus Plan, the maximum number of the Company's securities issuable to Insiders (as a group) or when combined with all of the Company's other share compensation arrangements will not exceed 20% of the Company's total issued and outstanding Shares at any point in time.
- (c) Under the terms of the Amended Omnibus Plan, the maximum number of the Company's securities issuable to Insiders (as a group), in any twelve (12) month period, or when combined with all of the Company's other share compensation arrangements, will not exceed twenty percent (20%) of the Company's total issued and outstanding securities, calculated as at the date any Award is granted or issued to any Insider.

A summary of the key terms of the Predecessor Plan, which remains substantially similar to the Amended Omnibus Plan except for the aforementioned amendments, is set out under the heading “*Statement of Executive Compensation – Equity Incentive Plan.*” A copy of the Amended Omnibus Plan is attached as Schedule “A” hereto. The Amended Omnibus Plan is also subject to approval by the TSX Venture Exchange.

Approval of the Amended Omnibus Plan

The Amended Omnibus Plan will continue until the earlier of termination by the Board or failure of the Company to receive annual shareholder approval of the plan from the Effective Date.

Management unanimously recommends that shareholders vote FOR the approval of the Amended Omnibus Plan. It is intended that all proxies received will be voted in favour of the approval of the Amended Omnibus Plan unless a proxy contains instructions to vote against the approval of the Amended Omnibus Plan.

“BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the omnibus equity incentive plan adopted by the board of directors of the Company (the “**Board**”) on May 12, 2025 (the “**Amended Omnibus Plan**”), in the form attached as Schedule “A” to the management information circular of the Company dated May 12, 2025, is hereby confirmed, ratified and approved;
2. The Awards (as defined in the Amended Omnibus Plan) to be issued under the Amended Omnibus Plan, be and are hereby approved;
3. The maximum number of the Company’s securities issuable to Insiders (as a group) or when combined with all of the Company’s other share compensation arrangements will not exceed 20% of the Company’s total issued and outstanding Shares at any point in time;
4. the maximum number of the Company’s securities issuable to Insiders (as a group), in any twelve (12) month period, or when combined with all of the Company’s other share compensation arrangements, will not exceed twenty percent (20%) of the Company’s total issued and outstanding securities, calculated as at the date any Award is granted or issued to any Insider;
5. The Board is hereby authorized to make such amendments to the Amended Omnibus Plan from time to time, as may be required by the applicable regulatory authorities, or as may be considered appropriate by the Board, in its sole discretion, provided always that such amendments be subject to the approval of the regulatory authorities, if applicable, and in certain cases, in accordance with the terms of the Amended Omnibus Plan, the approval of the shareholders; and
6. Any one director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as, in the opinion of such director or officer of the Company, may be necessary or desirable to carry out the terms of the foregoing resolutions.”

6. Approval of the Article Amendment

At the Meeting, shareholders will be asked to consider and, if deemed appropriate, to pass a special resolution altering the Company’s articles of incorporation (the “**Articles**”) by deleting the provision restricting the transfer of the Company’s securities.

Section 12 of the Articles provides the following:

“No shares or other securities (other than non-convertible debt securities) of the corporation shall be transferred without express consent on approval of either:

(a)(i) the board of directors of the corporation, or (ii) the shareholders of the corporation, in each case as evidenced by a resolution duly passed by the board or by the shareholders, respectively, or

(b)(i) a majority of the directors of the corporation then in office, or (ii) the holders of a majority of the shares of the generally, in each case as evidenced by a written instrument signed by them.”

It is proposed that Sections 12 of the Articles be deleted, such that the entire content of Section 12 be removed (the “**Article Amendment**”) which will result in no restrictions on transfer on Shares or other securities of the Company.

The Company completed a continuance from the province of Alberta to the province of Ontario, effective April 22, 2025. The prior articles of incorporation under the *Business Corporations Act* (Alberta) (the “**ABCA**”) contained the same restriction on transfer as described above. At the Meeting, in the resolution approving the Article Amendment, Shareholders are also being asked to ratify, confirm, and approve any and all prior trades of securities in the capital of the Company that may have occurred contrary to the current Articles or the ABCA articles.

The Board unanimously recommends that shareholders vote FOR the approval of the Article Amendments. It is intended that all proxies received will be voted in favour of the approval of the Article Amendments unless a proxy contains instructions to vote against the approval of the Article Amendment. To be effective, the resolution approving the Article Amendments must be approved by at least 66 2/3% of the votes cast at the Meeting.

Shareholder Approval

The text of the special resolution approving the Article Amendments, to be submitted to shareholders at the Meeting is set forth below, subject to such amendments, variations, or additions that may be approved at the Meeting:

“BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

2. The alteration to the existing Articles of Incorporation of NurExone Biologic Inc. (the “**Company**”) to amend Section 12, by deleting the entire content therein, as fully described in the management information circular of the Company dated May 12, 2025, be and is hereby authorized and approved;
3. All prior trades of securities in the capital of the Company that did not receive the requisite shareholder or director approval are hereby confirmed, ratified, and approved; and
4. Any one director or officer of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as, in the opinion of such director or officer of the Company, may be necessary or desirable to carry out the terms of the foregoing resolutions.”

STATEMENT OF EXECUTIVE COMPENSATION

a. General

Securities laws require that a “Statement of Executive Compensation” in accordance with Form 51-102F6V be included in this Circular. Form 51-102F6V prescribes the disclosure requirements in respect of the compensation of certain executive officers (NEOs, as defined below) and directors of reporting issuers. For the purposes of this Circular:

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

1. each individual who served as chief executive officer (“**CEO**”) of the Company, or who performed functions similar to a CEO, during any part of the most recently completed financial year;

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

Information disclosed herein in respect of NEOs is for the Company as of December 31, 2024. For the purposes of this Statement of Executive Compensation, the Company’s NEOs were as follows:

- (a) Lior Shaltiel, CEO & Director; and
- (b) Eran Ovadya, CFO.

b. Director and Named Executive Officer Compensation, Excluding Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company and its subsidiaries, excluding compensation securities, to each NEO and director, in any capacity, including, for greater certainty, all plan and non-plan compensation, direct and indirect pay, remuneration, economic or financial award, reward, benefit, gift or perquisite paid, payable, awarded, granted, given or otherwise provided to the NEO or director for service provided and for services to be provided, directly or indirectly, to the Company or any subsidiary thereof, for the periods indicated:

<u>Name and Position</u>	<u>Year</u>	<u>Salary, Consulting Fee, Retainer or Commission (US\$)</u>	<u>Bonus (US\$)</u>	<u>Committee or Meeting Fees (US\$)</u>	<u>Value of Perquisites (US\$)</u>	<u>Value of All Other Compensation (US\$)</u>	<u>Total Compensation (US\$)</u>
Dr. Lior Shaltiel <i>CEO, and Director</i>	2024	\$216,819	\$63,514	Nil	Nil	Nil	\$280,333
	2023	\$214,160	Nil	Nil	Nil	Nil	\$214,161
Eran Ovadya <i>CFO</i>	2024	\$217,847	\$63,514	Nil	Nil	Nil	\$281,361
	2023	\$214,582	Nil	Nil	Nil	Nil	214,582
Yoram Drucker <i>Chairman, Director and Vice President Strategic Development</i>	2024	\$74,153	\$54,054	Nil	Nil	Nil	\$128,207
	2023	\$69,530	Nil	Nil	Nil	Nil	\$69,530
Oded Orgil <i>Director</i>	2024	Nil	Nil	\$9,933	Nil	Nil	\$9,933
	2023	Nil	Nil	\$10,642	Nil	Nil	\$10,642
James (Jay) Richardson <i>Director</i>	2024	Nil	Nil	\$9,748	Nil	Nil	\$9,748
	2023	\$22,322	Nil	\$10,031	Nil	Nil	\$32,353
Gadi Riesenfeld <i>Director</i>	2024	Nil	Nil	\$9,720	Nil	Nil	\$9,720
	2023	Nil	Nil	\$4,224	Nil	Nil	\$4,224

c. Stock Options and Other Compensation Securities

The following table sets out all compensation securities awarded, granted, given, or otherwise provided, directly or indirectly, by the Company and its subsidiaries, to each NEO and director, in the year ended December 31, 2024, for services provided or to be provided, directly or indirectly, to the Company or any subsidiary thereof:

Name and Position	Type of compensation security	Number of compensation securities, number of underlying securities and percentage of class ⁽¹⁾	Date of issue or grant	Issue, conversion or exercise price (USD\$) ⁽²⁾	Closing price of security or underlying security on date of grant (USD\$) ⁽²⁾	Closing price of security or underlying security at year end (USD\$) ⁽²⁾	Expiry Date
Dr. Lior Shaltiel <i>CEO, and Director</i>	RSUs	800,000 RSUs, convertible into 800,000 Shares (1.13%)	June 3, 2024	\$0.37	\$0.37	\$0.45	June 4, 2034
Eran Ovadya <i>CFO</i>	RSUs	800,000 RSUs, convertible into 800,000 Shares (1.13%)	June 3, 2024	\$0.37	\$0.37	\$0.45	June 4, 2034
Yoram Drucker <i>Chairman, Director and Vice President Strategic Development</i>	RSUs	400,000 RSUs, convertible into 400,000 Shares (0.56%)	June 3, 2024	\$0.37	\$0.37	\$0.45	June 4, 2034
Oded Orgil <i>Director</i>	Options	129,200 Options exercisable into 129,200 Shares (0.18%)	June 3, 2024	\$0.37	\$0.37	\$0.45	June 4, 2034
James (Jay) Richardson <i>Director</i>	Options	129,200 Options exercisable into 129,200 Shares (0.18%)	June 3, 2024	\$0.37	\$0.37	\$0.45	June 4, 2034
Gadi Riesenfeld <i>Director</i>	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Represents the percentage of the issued and outstanding Shares of the Company as at December 31, 2024, being 71,073,598 Shares.

(2) The prices are shown in USD, the Bank of Canada exchange rate used was as at May 7, 2025 being USD\$1.00 = CAD\$0.7248.

d. Exercise of Compensation Securities by Directors and NEOs

No director or NEO exercised or redeemed any compensation securities during the Company's most recently completed fiscal year ended December 31, 2024.

e. Stock option plans and other incentive plans

Pursuant to the Predecessor Plan, all Participants are eligible to receive Awards including Options, RSUs and Restricted Shares.

1. Purpose of the Predecessor Plan

The Predecessor Plan serves several purposes for the Company. One purpose is to advance the interests of the Company by developing the interests of Participants in the growth and development of the Company by providing such persons with the opportunity to acquire a proprietary interest in the Company. All Participants are considered eligible to be selected to receive an Award under the Predecessor Plan. Another purpose is to attract and retain key talent and valuable personnel, who are necessary to the Company's success and reputation, with a competitive compensation mechanism. Finally, the Predecessor Plan will align the interests of Participants with those of shareholders by devising a compensation mechanism which encourages the prudent maximization of distributions to shareholders and long-term growth.

The main components of the Company's compensation program are as follows: (i) base salary (fixed cash amount), (ii) short-term performance incentives (variable cash bonuses), and (iii) a broad range of long-term "at risk" equity-based incentives under the Predecessor Plan.

The Predecessor Plan is administered by the Board or, if applicable, a committee of the Board. The Predecessor Plan will be replaced by the Amended Omnibus Plan, if the requisite Shareholder approval is received at the Meeting.

2. Predecessor Plan Maximum and Limits

The number of Shares reserved for issuance to Participants under the Predecessor Plan and all other share compensation arrangements of the Company (including the Shares reserved for issuance pursuant to the option plan of the Company previously in effect) was fixed at a limit equal to 20% of the issued and outstanding Shares of the Company as of the Record Date, being 13,166,086 Shares issuable under the Predecessor Plan as of the Effective Date (the “**Total Share Authorization**”). If any Award is terminated, cancelled, forfeited or has expired without being fully exercised, any unissued Shares which had been reserved to be issued upon the exercise of the Award will be returned to the Total Share Authorization and become available to be issued under Awards subsequently granted under the Predecessor Plan. Awards that by their terms are to be settled solely in cash shall not be counted against the maximum number of Shares available for the issuance of Awards under the Predecessor Plan. If the Amended Omnibus Plan receives the requisite disinterested shareholder approval at the Meeting, the Total Share Authorization shall be: (i) the maximum number of Shares issuable pursuant to the new grant of Options shall be 10% of the total number of issued and outstanding Shares as at the date of any Option grant, subtracted by any Shares reserved for issuance on exercise of Options which are outstanding; and (ii) the maximum aggregate number of Shares reserved for issuance pursuant to the settlement of RSUs and Restricted Shares shall be fixed at 10% of the issued and outstanding Shares as at the Effective Date.

No Awards, other than Options, may vest before the date that is one year following the date it is granted or issued, although the vesting required of any such Awards may be accelerated for a Participant who dies or who ceases to be an eligible Participant under the Predecessor Plan or in connection with a Change in Control (as such term is defined in the Predecessor Plan).

The number of Shares issuable to insiders, at any time, under all security based compensation arrangements of the Company (including the Predecessor Plan) may not exceed ten percent (10%) of the Company's issued and outstanding Shares as at the date of the grant or issuance; and the number of Shares issued to insiders within any one-year period, under all security based compensation arrangements of the Company (including the Predecessor Plan) may not exceed ten percent (10%) of the Company's issued and outstanding Shares. The maximum aggregate number of Shares that are issuable pursuant to Awards issued or granted, as applicable, to any one Participant under the Predecessor Plan, together with all other share based compensation, granted or issued in any 12 month period to any one Participant must not exceed five percent (5%) of the Shares issued and outstanding, calculated as at the date any Award is granted or issued to the Participant (unless the Company has obtained the requisite disinterested shareholder approval). The aggregate number of Options which may be granted to any one Participant that is a consultant of the Company in any 12-month period must not exceed two percent (2%) of the issued Shares of the Company calculated at the first such grant date. In addition, the aggregate number of Options granted to all persons retained to provide investor relations activities must not exceed two percent (2%) of the issued Shares of the Company in any 12 month period calculated at the first such grant date (and including any Participant that performs investor relations activities and/or whose role or duties primarily consist of investor relations activities) and any such Options granted to any person retained to provide investor relations activities must vest in a period of not less than 12 months from the date of grant of the Award and with no more than twenty-five percent (25%) of the Options vesting in any three month period notwithstanding any other provision of the Predecessor Plan.

3. Adjustments

In the event of any subdivision of the Shares into a greater number of Shares, any consolidation of Shares into a lesser number of Shares, any reclassification, reorganization or other change affecting the Shares, any merger, amalgamation or consolidation of the Company with or into another corporation, or any distribution to all holders of Shares or other securities in the capital of the Company, of cash, evidences of indebtedness or other assets of the Company (excluding an ordinary course dividend in cash or Shares) or any transaction or change having a similar effect, appropriate adjustments shall, subject to the prior acceptance of the TSX Venture Exchange if applicable, be made in the number and class of Shares subject to the Predecessor Plan and to any outstanding Awards, and in the exercise price per Share of any outstanding Awards.

4. Amendment Provision

The Board may amend, suspend or terminate the Predecessor Plan at any time or amend or revise the terms of any granted Award without the consent of the Participants, provided that such suspension, termination, amendment or revision: (a) may not adversely alter or impair the rights of any Participant, without the consent of such Participant except as permitted by the provisions of the Predecessor Plan; (b) must be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Company, the TSX Venture Exchange, or any other regulatory body having authority over the Company; and (c) be subject to shareholder approval, where required by law or the requirements of the TSX Venture Exchange.

The following amendments to the Predecessor Plan will require disinterested shareholder approval: (a) any increase to the maximum number of Shares issuable under the Predecessor Plan; (b) any amendment which reduces the exercise price of an Option or any cancellation of an Option and replacement of such Option with an Option with a lower exercise price; (c) any amendment which extends the expiry date of any Award beyond the original expiry date; (d) any amendment which increases the maximum number of Shares that may be issuable to insiders at any time or issued to insiders under the Predecessor Plan and any other proposed or established share compensation arrangement in a one-year period; (e) a change in the termination provision of an Award; and (f) any amendment to the definition of an "Eligible Participant" under the Predecessor Plan.

5. Options

The exercise price for each Option shall be established in the discretion of the Board; provided, however, that (a) the exercise price per Share shall be not less than the Discounted Market Price (as defined in the Equity Incentive Plan) of a Share on the effective date of grant of the Option. With the approval of the Board, a Participant may elect to exercise an Option, in whole or in part, on a 'net exercise' basis ("**Net Exercise**") or a 'cashless exercise' basis ("**Cashless Exercise**"). In connection with a Net Exercise of Options, a Participant would receive Shares equal in value to the difference between the Option price and the fair market value of the Shares on the date of exercise, computed in accordance with the Equity Incentive Plan. In connection with a Cashless Exercise of Options, the Company has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to the Participant to purchase the Shares underlying the Option and then the brokerage firm sells a sufficient number of Shares to cover the exercise price of the Option in order to repay the loan made to the Participant and receives an equivalent number of Shares from the exercise of the Options as were sold to cover the loan and the Participant then receives the balance of the Shares or the cash proceeds from the balance of the Shares. The allowance for Cashless Exercise is an amendment to the Predecessor Plan and is subject to shareholder approval at the Meeting.

The term of each Option shall be fixed by the Board but shall not exceed 10 years from the date of grant thereof, subject to certain limited exceptions. Notwithstanding the foregoing, should the expiration date for an Option fall within a Black-Out Period (as defined in the Predecessor Plan), such expiration date shall be automatically extended without any further act or formality to that date which is the 10th business day after the end of the Black-Out Period.

6. Restricted Shares

The Predecessor Plan, if approved, will provide the Board with additional equity-based compensation alternatives in the form of Restricted Shares. Restricted Shares may only be granted with prior approval of the TSX Venture Exchange. The Board may grant Restricted Shares under the Predecessor Plan, pursuant to which a Participant will receive a Share that may be subject to certain vesting or performance conditions, as determined by the Board. Consideration is furnished in the form of the Participant's services to the Company; however, the Board may also determine a cash purchase price payable for Restricted Shares. Restricted Shares may be subject to vesting conditions based on such service or performance criteria as the Board specifies, including the attainment of one or more performance goals. Restricted Shares may not be transferred or sold until all applicable vesting or performance conditions have been met. A Participant's Restricted Shares will be subject to a right of repurchase or will otherwise be forfeited as to which the vesting restrictions have not lapsed prior to the Participant's retirement, resignation or involuntary termination (with or without cause). Participants holding Restricted Shares will have no right to vote the Shares or to receive any dividends or other distributions paid in cash or Shares during the period in which the Restricted Shares are subject to vesting conditions.

7. Restricted Share Units

The Board may grant RSUs under the Predecessor Plan, which represent rights to receive Shares on a future date determined in accordance with the Participant's award agreement. No monetary payment is required for receipt of RSUs or the Shares issued in settlement of the award, the consideration for which is furnished in the form of the Participant's services to the Company. The Board may grant RSU Awards subject to the attainment of one or more performance goals, or may make the awards subject to vesting conditions. RSUs may not be transferred by the Participant. RSUs may be settled in cash, Shares or any combination of these.

Unless otherwise provided by the Board, a Participant will forfeit any RSUs which have not vested prior to the Participant's termination of service. Participants have no voting rights or rights to receive cash dividends with respect to RSU Awards until Shares are issued in settlement of such Awards. However, the Board may grant RSUs that entitle their holders to dividend equivalent rights consistent with the requirements of Policy 4.4, which are rights to receive a cash payment equal in value to the dividends the Company pays.

8. Cessation of Service and Transferability

The Board may provide the circumstances in which Awards shall be exercised, vested, paid or forfeited in the event a Participant ceases to provide service to the Company prior to the end of a performance period or exercise or settlement of such Award. Any Awards granted must expire within a reasonable period, not exceeding 12 months, following the date a Participant ceases to be an eligible Participant under the Predecessor Plan.

Subject to limited exceptions in the Predecessor Plan for certain Awards, an Award may be exercised by a liquidator, executor or administrator, as the case may be, of the estate of the Participant.

Options, RSUs and Restricted Shares will be subject to forfeiture or repurchase, as applicable, in the case of termination of service of a Participant. In the case of termination for cause, all unvested RSUs, Options and Restricted Shares shall immediately be forfeited or cancelled, or, in the case of Restricted Shares, subject to a repurchase right by the Company for equivalent cash consideration paid by the Participant to acquire such Restricted Shares. In the case of termination not for cause, resignation, permanent disability, retirement, death or leave of absence, vested Options will be subject to an period of time as specified in the Predecessor Plan in which they will be exercisable.

9. Sub-Plan

The Sub-Plan to the Predecessor Plan allows employees resident in Israel to benefit from section 102 of the Israeli Income Tax Ordinance [New Version] 1961 in respect of their Awards. The Sub-Plan to the Predecessor Plan do not impact non-Israeli residents and do not affect any current or future accounting treatment in the financial statements. The Sub-Plan is an amendment to the Predecessor Plan and is subject to shareholder approval at the Meeting.

f. Employment, consulting and management agreements

In the financial year ended December 31, 2024, management functions of the Company were not, to any substantial degree, performed other than by directors or NEOs of the Company. There were no agreements or arrangements that provide for compensation to NEOs or directors of the Company, or that provide for payments to a NEO or director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, severance, a change of control in the Company or a change in the NEO or director's responsibilities in the most recently completed financial year.

g. Oversight and description of director and named executive officer compensation

The Board has a compensation committee ("**Compensation Committee**") that is comprised of Gadi Riesenfeld, Yoram Drucker, and Oded Orgil. The Compensation Committee conducts reviews with regard to the compensation of the directors and NEOs of the Company.

Elements of Compensation

The Company's compensation arrangements for its directors and officers, may, in addition to salary, include compensation in the form of bonuses upon the achievement of certain milestones and the granting of Awards. The compensation policy of the Company may be re-evaluated in the future to emphasize increased base salaries and/or cash bonuses with a reduced reliance on Awards, depending upon the future development of the Company and other factors which may be considered relevant by the Compensation Committee, from time to time.

Base Salaries

Base salaries are intended to provide an appropriate level of fixed compensation that will assist in employee retention and recruitment. Base salaries will be determined on an individual basis, taking into consideration the past, current and potential contribution to the Company's success, the position and responsibilities of such NEO and competitive industry pay practices for other high growth, premium brand companies of similar size and revenue growth potential.

Equity-Based Compensation

Shareholders approved the Stock Option Plan which enables the Company and its affiliated companies to: (i) promote and retain employees, officers, consultants, advisors and directors capable of assuring the future success of the Company, (ii) to offer such persons incentives to put forth maximum efforts, and (iii) to compensate such persons through various stock and cash-based arrangements and provide them with opportunities for stock ownership, thereby aligning the interests of such persons and shareholders.

Directors are entitled to receive Awards in accordance with the terms of the Predecessor Plan and will be reimbursed for any out-of-pocket travel expenses incurred to attend meetings of the Board, committees of the Board or meetings of the shareholders of the Company. The Company also has customary insurance for the benefit of its directors and indemnifies the directors pursuant to its By-Laws.

Performance Bonuses

Annual bonuses will be awarded based on qualitative and quantitative performance standards and will reward performance of each NEO individually. The determination of an NEO's performance may vary from year to year depending on economic conditions and conditions in the Company's industry and may be based on measures such as stock price performance, the meeting of financial targets against budget (such as adjusted funds from operations), the meeting of acquisition objectives and balance sheet performance.

Compensation and Measurement of Performance

When determining compensation policies and individual compensation levels for the Company's executive officers, a variety of factors are considered including: the overall financial and operating performance of the Company; each executive officer's individual performance and contribution towards meeting corporate objectives; each executive officer's level of responsibility and length of service; and industry comparables. The Board and the Compensation Committee seek to ensure that, at all times, its compensation arrangements adequately reflect the responsibilities and risks involved in being an effective director or officer of the Company.

The Compensation Committee does not use fixed criteria in determining the mix of compensation and instead determines compensation based on a contextual analysis of the Company. While the Compensation Committee does not have a formally established peer group in determining compensation, the Board will on occasion reference other comparable publicly traded Canadian companies to align its compensation practices with market practice while taking into account the financial and other resources of the Company.

The Company's compensation philosophy for its executive officers will follow three underlying principles: to provide compensation packages that encourage and motivate performance; to be competitive with other companies in the industry in which it operates, which are of similar size and scope of operations, so as to attract and retain talented executives; and to align the interests of its executive officers with the long-term interests of the Company and its shareholders through stock related programs.

h. Pension Disclosure

The Company does not have and does not intend to implement a pension plan for its directors or NEOs.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth details regarding the number of Shares authorized for issuance from treasury under the Company's Predecessor Plan as at December 31, 2024.

Plan Category	Number of Shares to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by shareholders	9,724,569	C\$0.39	2,066,446
Equity compensation plans not approved by shareholders	Nil	Nil	Nil
Total	9,724,569	C\$0.39	2,066,446⁽¹⁾

Notes:

- (1) As of December 31, 2024, the Company had 7,724,569 Options and 2,000,000 RSUs outstanding. The Predecessor Plan had 13,166,085 Shares available and currently has 2,066,446 Shares available for future issuance.

For information regarding the material terms of the Company's Predecessor Plan, please see the heading entitled "*Statement of Executive Compensation – Predecessor Plan*".

AUDIT COMMITTEE DISCLOSURE

National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators ("**NI 52-110**") requires the Company, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of the audit committee of the Board (the "**Audit Committee**") and its relationship with its independent auditor. The overall purpose of the Audit Committee of the Company is to assist the Board in its oversight of the integrity of the Company's financial statements and other relevant public disclosure, the Company's compliance with legal and regulatory requirements relating to financial reporting, the external auditors' qualifications and independence and the performance of the internal audit function and the external auditors.

i. The Audit Committee Charter

The Company has adopted a written charter for the Audit Committee which sets out the Audit Committee's responsibility in fulfilling its obligations. The full text of the Company's Audit Committee Charter is attached to this Circular at Schedule "B".

j. Composition of the Audit Committee

Section 6.1.1 of NI 52-110 provides that an audit committee of a venture issuer must be composed of a minimum of three (3) members, that each member must be a director, and a majority of the members must not be executive officers, employees, or control persons.

The following persons are members of the Audit Committee:

Member Name	Independence ⁽¹⁾	Financial Literacy ⁽³⁾
Dr. Lior Shaltiel	Not independent ⁽²⁾	Financially Literate
James (Jay) Richardson	Independent	Financially Literate

Oded Orgil (Chair of Audit Committee)	Not independent ⁽²⁾	Financially Literate
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Notes:

- (1) As defined by NI 52-110 a member of an audit committee is “independent” if the member has no direct or indirect material relationship with the Company, which could, in the view of the Board, reasonably interfere with the exercise of the member’s independent judgment.
- (2) Dr. Lior Shaltiel has a material relationship with the Company, since he is the CEO of the Company. Furthermore, Oded Orgil has a material relationship with the Company, since he provides consulting services to the Company for a fee, through 5X Management Inc. Since the majority of the members of the Audit Committee are not executive officers, employees or control persons of the Company, or of an affiliate of the Company, the Audit Committee complies with Section 6.1.1(3) of NI 52-110.
- (3) As defined by NI 52-110, an individual is financially literate if they have 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 reasonably be expected to be raised by the Company’s financial statements. Each Audit Committee member has the industry experience necessary to understand and analyze the financial statements of the Company, as well as the understanding of internal controls and procedures necessary for financial reporting.

The Audit Committee assists the Board in fulfilling its responsibilities for oversight of financial and accounting matters. The Audit Committee, among other responsibilities, reviews the financial reports and other financial information provided by the Company to regulatory authorities and its shareholders and reviews the Company’s system of internal controls regarding finance and accounting including auditing, accounting and financial reporting processes.

The mandate of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities relating to financial accounting, reporting and internal controls for the Company. The Audit Committee is responsible for: conducting reviews and discussions with management and the external auditors relating to the audit and financial reporting; oversee the work of the external auditors; evaluate audit services and pre-approve related fees; pre-approval of non-audit related fees; obtain and review an annual written report of the external auditor; review and approve hiring policies relating to hiring personnel connected to the present and former external auditors; review the audited annual financial statements; review public disclosure guidance regarding financials; and to serve an oversight function, including assessing the integrity of internal controls and financial reporting procedures. In addition, the Audit Committee is responsible for directing the auditors’ examination of specific areas, for the selection of the Company’s independent auditors and for the approval of all non-audit services for which its auditors may be engaged.

k. Relevant Education and Experience

Each member of the Company’s Audit Committee has adequate education and experience relevant to their performance as an audit committee member and, in particular, the requisite education and experience that provides the member with:

- i. an understanding of the accounting principles used by the Company to prepare its financial statements and the ability to assess the general application of those principles in connection with estimates, accruals and reserves;
- ii. experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company’s

financial statements or experience actively supervising individuals engaged in such activities;
and

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

Brief descriptions of the education and experience of each audit committee member that is relevant to the performance of each member's responsibilities pertaining to the audit committee are provided below:

Oded Orgil has over 25 years of experience in wealth management, capital markets as a financial advisor, and has been a senior executive for Canaccord Genuity, Manulife Financial, and Gravitass Securities. He is the founder and president of 5X Capital Management Inc., a Canadian owned merchant bank that advises and invests in companies.

Dr. Lior Shaltiel has years of experience in accelerating Israeli start-ups, he completed an intensive short course on the Toronto Stock Exchange and TSXV from York University and is the initiator and head of the BioMed-MBA program at the Hebrew University.

James (Jay) Richardson has served as the Chief Executive Officer or Chairman of listed public companies on six (6) occasions and has acted as the Chief Financial Officer for various private companies.

l. Audit Committee Oversight

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

m. Reliance on Certain Exemptions

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

1. the exemption in section 2.4 (*De Minimis Non-Audit Services*) of NI 52-110, which exempts all non-audit services provided by the Company's auditor from the requirement to be pre-approved by the Audit Committee if such services are less than 5% of the auditor's annual fees charged to the Company;
2. the exemption in subsection 6.1.1(4) (*Circumstances Affecting the Business or Operations of the Venture Issuer*) of NI 52-110;
3. the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*) of NI 52-110;
4. the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*) of NI 52-110; or
5. an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*).

n. Pre-Approval Policies and Procedures

The Audit Committee has not adopted specific policies and procedures for the engagement of non-audit services. The Audit Committee will review the engagement of the Company's auditors to provide non-audit services, as and when required.

o. External Auditor Service Fees

In the following tables, "audit fees" are fees billed by the Company's external auditors for services provided in auditing the Company's annual financial statements for the subject year. "Audit-related fees" are fees not included in audit fees that are billed by the auditor for assurance and related services that are reasonably related to the performance of the audit review of the Company's financial statements. "Tax fees" are fees billed by the auditor for professional services

rendered for tax compliance, tax advice and tax planning. “All other fees” are fees billed by the auditor for products and services not included in the foregoing categories.

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

Year Ended December 31	Audit Fees (US\$)	Audit Related Fees (US\$) ⁽¹⁾	Tax Fees (US\$) ⁽²⁾	All Other Fees (US\$) ⁽²⁾
2024	\$90,000	\$27,000	\$10,000	Nil
2023	\$90,000	\$27,000	\$10,000	Nil

Notes:

- (1) Consulting services for interim financial statements.
(2) Tax services for NurExone Biologic Ltd., the Israeli subsidiary of the Company.

p. Exemption

The Company is a “venture issuer” as defined in NI 52-110 relying on the exemption provided by Parts 3 (*Composition of Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No current or former director, executive officer or employee, proposed Nominee for election to the Board, or associate of such persons is, or has been, indebted to the Company since the beginning of the most recently completed financial year of the Company and no indebtedness remains outstanding as at the date of this Circular.

None of the directors or executive officers of the Company is or, at any time since the beginning of the most recently completed financial year, has been indebted to the Company. None of the directors’ or executive officers’ indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year, has been the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

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

MANAGEMENT CONTRACTS

There were no management functions of the Company that were, to any substantial degree, performed by a person other than the directors or executive officers of the Company since the start of the Company’s most recently completed financial year.

5X Capital Management Agreement

Effective February 1, 2024, the Company entered into a consulting agreement with 5X Capital Management Inc. (“**5X Capital**”), a company through which Oded Orgil provides advisory services, to assist the Company on corporate structure, governance, and capital markets advice (“**5X Advisory Services**”).

Pursuant to the agreement with 5X Capital (address: Unit 7-300 Supertest Rd, North York, ON M3J 2M2), 5X Capital provides the 5X Advisory Services for a monthly advisory fee of CAD\$1,700 plus harmonized sales tax. Additionally, the Company is to reimburse 5X Capital for all reasonable travel and accommodation expenses and out-of-pocket disbursement incurred. Mr. Orgil lives in Ontario, Canada, and is an informed person of 5X Capital. The consulting agreement has a term of six (6) months and shall be renewed if mutually agreed upon by the Company and 5X Capital. Either party may terminate the agreement by providing 30 days written notice to the other party.

CORPORATE GOVERNANCE

Pursuant to National Instrument 58-101 *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators (“NI 58-101”), the Company is required to disclose its corporate governance practices as follows:

Board of Directors

The Board currently consists of five (5) directors, Yoram Drucker, Lior Shaltiel, Gadi Riesenfeld, James Richardson and Oded Orgil.

Section 1.4 of National Instrument 52-110 sets out the standard for director independence. Under NI 52-110, a director is independent if he has no direct or indirect material relationship with the Company. A material relationship is a relationship which could, in the view of the Board, be reasonably expected to interfere with the exercise of a director’s independent judgment. NI 52-110 also sets out certain situations where a director will automatically be considered to have a material relationship to the Company. Based on information provided by each director concerning his background, employment and affiliations, the Board has determined that of the five (5) directors of the Board, three (3) directors are not independent as a result of their relationships with the Company.

Dr. Riesenfeld and Mr. Richardson are considered “independent” because they have no direct or indirect relationship with the Company that could, in the view of the Board, be reasonably expected to interfere with the exercise of his independent judgment. Mr. Drucker is the founder of the Company and serves as a part-time employee in his role as Vice President of Strategic Development, Mr. Shaltiel is the CEO, and Mr. Orgil accepts a fee for consulting services provided to the Company through 5X Capital Management Inc., and therefore they are not considered to be independent.

The majority of the Board is not comprised of independent members. In order to facilitate its exercise of independent judgment in carrying out the responsibilities of the Board, the Board ensures that the independent directors attend all Board meetings. Mr. Drucker, the Chairman is not an independent director and the Board does not have a lead director that is independent. As the majority of the Board is not independent the independent directors are encouraged to hold informal and formal discussions regarding corporate matters as deemed necessary without management to help the Board facilitate its exercise of independent judgement in carrying out its responsibilities when required. Furthermore, the Board does not consider the fact that Mr. Orgil accepts consulting fees through 5X Capital Management Inc. to compromise his ability to act independently, as he advises on corporate structure, governance, and capital markets advice. During the fiscal year ended December 31, 2024, the independent directors did not hold formal meetings without management or the non-independent directors.

Directorships

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

Name	Name of Reporting Issuer	Trading Market	Position	From	To
James Richardson	Graphano Energy Limited	TSXV	Director and CFO	July 2021	Present
James Richardson	Edison Lithium Corp	TSXV	Director and CFO	February 2021	Present
James Richardson	Manganese X Energy	TSXV	Director and CFO	September 2020	Present
James Richardson	Water Ways Technologies	TSXV	Director	December 2023	June 2024
James Richardson	BacTech Environmental	CSE	Director	September 2019	Present

Orientation and Continuing Education

The Board briefs all new directors with respect to the policies of the Board and other relevant corporate and business information. The Board will provide, from time to time, as required, continuing education about the Company to maintain a current understanding of the Company's business, including its operation, internal controls, financial reporting and accounting practices.

Ethical Business Conduct

The Board monitors ethical conduct of the Company and ensures that it complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and stock exchanges. The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law, as well as the restrictions placed by applicable corporate legislation on the individual directors' participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates ethically and in the best interests of the Company.

Nomination of Directors

The Board is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of shareholders. New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the required time, show support for the Company's mission and strategic objectives, and a willingness to serve.

Compensation

See "*Statement of Executive Compensation – Oversight and Description of Director and Named Executive Officer Compensation*" for disclosure pertaining to the determination of director and NEO compensation.

Other Board Committees

Other than the Audit Committee and the Compensation Committee, the Board has no other committees.

Assessments

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

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

To the knowledge of management of the Company, no director or executive officer of the Company who was a director or executive officer since the beginning of the Company's last financial year, no Nominee, nor any associate or affiliate of any such director, officer, or Nominee, has any material interest, direct or indirect, by way of beneficial ownership of Shares or other securities in the Company or otherwise, in any matter to be acted upon at the Meeting, other than the adoption of the Amended Omnibus Plan.

ADDITIONAL INFORMATION

Shareholders may contact the Company at its head office by mail at 801-1 Adelaide St. E, Toronto, ON M5C 2V9 to request copies of the Company's financial statements and related Management's Discussion and Analysis (the "**MD&A**"). Financial information is provided in the Company's audited financial statements and MD&A for the year ended December 31, 2024, which are available, together with additional information relating to the Company, under the Company's profile on SEDAR+ at www.sedarplus.ca.

OTHER MATTERS

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

APPROVAL OF THE BOARD OF DIRECTORS

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

DATED at Toronto, Ontario, 12th day of May 2025.

By Order of the Board of Directors of

NUREXONE BIOLOGIC INC.

/s/“Yoram Drucker”

Yoram Drucker

Chairman of the Board of Directors

**SCHEDULE “A”
AMENDED OMNIBUS PLAN**

(See attached.)

NUREXONE BIOLOGIC INC.
AMENDED AND RESTATED OMNIBUS INCENTIVE PLAN

The Company (as defined herein) hereby establishes an omnibus incentive plan for certain qualified directors, executive officers, employees or Consultants (as defined herein) of the Company or any of its Subsidiaries (as defined herein). The omnibus incentive plan includes the Sub-Plan for Participants Subject to Israeli Taxation set out in EXHIBIT “E” hereto.

Article 1
INTERPRETATION

1.1. Definitions

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

“**Account**” means an account maintained for each Participant on the books of the Company which will be credited with Awards in accordance with the terms of this Plan;

“**Affiliates**” has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus Exemptions*;

“**Award**” means any of an Option, RSU or Restricted Share granted to a Participant pursuant to the terms of the Plan;

“**Award Date**” means the date or dates on which an Award is made to a Participant;

“**Award Value**” means, with respect to any RSUs, an amount equal to the number of RSUs, as such number may be adjusted in accordance with the terms of this Plan, multiplied by the VWAP;

“**Blackout Period**” means a period during which the Company prohibits Participants from exercising, redeeming or settling their Awards in accordance with the Company’s stock trading policy, as may be amended or supplemented, from time to time.

“**Board**” means the board of directors of the Company;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in Toronto, Ontario or Tel Aviv, Israel for the transaction of banking business;

“**Cashless Exercise Right**” has the meaning ascribed thereto in Section 3.8.4 hereof;

“**Cause**” has the meaning ascribed thereto in Section 6.2.1 hereof;

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

- (a) any transaction (other than a transaction described in clause (c) below) pursuant to which any Person or group of Persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Company representing 50% or more of the aggregate voting power of all of the Company's then issued

and outstanding securities entitled to vote in the election of directors of the Company, other than any such acquisition that occurs upon the exercise or settlement of options or other securities granted by the Company under any of the Company's equity incentive plans;

- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (i) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction or (ii) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation, merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction;
- (c) the sale, lease, exchange, license or other disposition, in a single transaction or a series of related transactions, of assets, rights or properties of the Company or any of its subsidiaries which have an aggregate book value greater than 50% of the book value of the assets, rights and properties of the Company and its Subsidiaries on a consolidated basis to any other person or entity, other than a disposition to a wholly-owned Subsidiary of the Company in the course of a reorganization of the assets of the Company and its wholly-owned Subsidiaries;
- (d) the passing of a resolution by the Board or shareholders of the Company to substantially liquidate the assets of the Company or wind up the Company's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Company in circumstances where the business of the Company is continued and the shareholdings remain substantially the same following the re-arrangement); or
- (e) individuals who, on the Effective Date, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board;

"**Committee**" has the meaning ascribed thereto in Section 2.2.3 hereof;

"**Company**" means NurExone Biologic Inc., a company existing under the *Business Corporations Act* (Ontario), as amended from time to time;

“Consultant” means a person, other than an employee, executive officer or director of the Company or a Subsidiary, that provides ongoing services to the Company or to a Subsidiary pursuant to a written contract, and includes for an individual Consultant, a corporation of which the individual Consultant is an employee or shareholder, or a partnership of which the individual Consultant is an employee or partner;

“Consulting Agreement” means, with respect to any Participant, any written consulting agreement between the Company or a Subsidiary and such Participant;

“Discounted Market Price” has the meaning ascribed to in TSXV Policy 1.1;

“Dividend Equivalent” has the meaning ascribed thereto in Section 0 hereof;

“Effective Date” means the effective date of this Plan;

“Eligibility Date” means the effective date on which a Participant becomes eligible to receive long-term disability benefits (provided that, for greater certainty, such effective date shall be confirmed in writing to the Company by the insurance company providing such long-term disability benefits);

“Eligible Participant” means any director, executive officer, *bona fide* employee or *bona fide* Consultant of the Company or any of its Subsidiaries;

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

“Exchange Hold Period” has the meaning ascribed to in TSXV Policy 1.1;

“Exercise Notice” means a notice in writing signed by a Participant and stating the Participant’s intention to exercise a particular Award, if applicable;

“Existing Option” means an option grant made under the Predecessor Option Plan or Share Compensation Arrangement;

“Expiry Date” means, with respect to an RSU or Restricted Share, such date as may be determined by the Board, in its sole discretion, and set out in the applicable RSU Agreement or Restricted Share Agreement, but, in the case of an RSU, in no event later than December 15 immediately preceding the Outside Payment Date;

“Forfeiture Date” means the date that is the earlier of: (i) the effective date of the Participant’s termination or resignation, as the case may be; and (ii) the date that the Participant ceases to be in the active performance of the usual and customary day-to-day duties of the Participant’s position or job, regardless of whether adequate or proper advance notice of termination or resignation shall have been provided in respect of such cessation of being a Participant;

“Grant Agreement” means an agreement evidencing the grant to a Participant of an Award, including an Option Agreement, an RSU Agreement, Restricted Share Agreement, an Employment Agreement or a Consulting Agreement;

“Insider” has the meaning ascribed to in TSXV Policy 1.1;

“Investor Relations Activities” has the meaning ascribed to in the policies of the TSXV;

“Net Exercise Right” has the meaning ascribed thereto in Section 3.8.3 hereof;

“Option” means an option granted by the Company to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof;

“Option Agreement” means a written agreement between the Company and a Participant evidencing the grant of Options and the terms and conditions thereof, a form of which is attached hereto as Exhibit A;

“Option Price” has the meaning ascribed thereto in Section 3.2 hereof;

“Option Shares” means Shares issuable pursuant to the exercise of an Option.

“Option Term” has the meaning ascribed thereto in Section 3.4 hereof;

“Outside Payment Date”, in respect of an RSU, means December 31 of the third calendar year following the year in which the services of the Participant giving rise to award of RSUs were rendered;

“Outstanding Issue” means the number of Shares that are outstanding as at a specified time, on a non- diluted basis;

“Participant” means an Eligible Participant that is granted an Award under the Plan;

“Performance Criteria” means specified criteria, other than the mere continuation of employment or the mere passage of time, the satisfaction of which is a condition for the grant, exercisability, vesting or full enjoyment of an Award.

“Person” means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

“Plan” means this Amended and Restated Omnibus Incentive Plan, including any amendments or supplements hereto made after the effective date hereof;

“Predecessor Option Plan” means the prior Option plan approved by the shareholders of the Company on February 7, 2022;

“Resale Restrictions” has the meaning ascribed to in TSXV Policy 1.1;

“Reserved Amount” means any Options granted prior to the Effective Date, including Options granted under the Predecessor Option Plan, which have not expired or been exercised;

“Restricted Share Agreement” means a written agreement between the Company and a Participant evidencing the grant of Restricted Shares and the terms and conditions thereof, a form of which is attached hereto as Exhibit D;

“Restricted Share” means a right awarded to a Participant to receive a payment in the form as provided in Article 5 hereof and subject to the terms and conditions of this Plan;

“RSU” or “Restricted Share Unit” means a right awarded to a Participant to receive a payment in the form as provided in Article 4 hereof and subject to the terms and conditions of this Plan;

"RSU Agreement" means a written agreement between the Company and a Participant evidencing the grant of RSUs and the terms and conditions thereof, a form of which is attached hereto as Exhibit C;

"Share Compensation Arrangement" means any stock option plan, employee stock purchase plan, stand-alone stock option, long-term incentive plan or any other compensation or incentive mechanism (in each case, other than the Plan) involving the issuance or potential issuance of Shares from treasury;

"Shares" means the common shares in the authorized share structure of the Company;

"Stock Exchange" means the TSXV or if the Shares are not listed or posted for trading on any of such stock exchanges at a particular date, any other stock exchange on which the majority of the trading volume and value of the Shares are listed or posted for trading;

"Subsidiary" means a corporation, company or partnership that is controlled, directly or indirectly, by the Company;

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

"Tax Obligations" means the aggregate amount of all withholdings, source deductions and similar amounts required under any governing tax law with respect to either (i) the exercise of Options, or (ii) the redemption of an RSU or Restricted Share, as the context requires, including amounts funded by the Company on behalf of previous withholding tax, source deduction or similar payments and owed by the Participant to the Company, as applicable (which Tax Obligations are to be determined by the Company in its sole discretion);

"Termination Date" means (i) in the event of a Participant's resignation, the effective date on which such Participant ceases to be a director, executive officer, employee or Consultant of the Company or one of its Subsidiaries and (ii) in the event of the termination of the Participant's employment, or position as director, executive or officer of the Company or a Subsidiary, or Consultant, the later of (a) if required to comply with applicable legislation, the date which is the last day of the notice period required by such legislation; and (b) the effective date of the termination as specified in the notice of termination provided to the Participant by the Company or the Subsidiary, as the case may be, regardless of any period of pay in lieu of notice to which a Participant may claim to be or is entitled under contract or common law;

"Termination of Service" means that a Participant has ceased to be an Eligible Participant;

"Trading Day" means a day when trading occurs through the facilities of the TSXV;

"Trustee" has the meaning ascribed to in TSXV Policy 4.4;

"TSXV" means the TSX Venture Exchange;

"U.S. Participant" means a Participant who is a citizen or resident of the United States (including its territories, possessions and all areas subject to the jurisdiction) and any other Participant's whose compensatory RSUs or Restricted Shares awarded under this Plan are subject to U.S. federal income tax; and

"U.S. Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“US Tax Code” means the United States’ Internal Revenue Code of 1986, as amended;

“Vesting Date” means, with respect to any RSU, the date upon which the Award Value to which the Participant is entitled pursuant to such RSU shall irrevocably vest and become irrevocably payable by the Company to the Participant in accordance with the terms hereof, whether it be the original Vesting Date as set forth in the applicable RSU Agreement or other written agreement (including an employment or consulting agreement), or the date upon which vesting is accelerated pursuant to the specific terms of this Plan, an RSU Agreement or other written agreement, or the date on which vesting is accelerated through the exercise of discretion by the Board as permitted under the Plan; and

“VWAP” means the volume weighted average trading price of the Company’s Shares on the TSXV calculated by dividing the total value by the total volume of such securities traded for the five Trading Days immediately preceding thereof.

1.2. Interpretation

- 1.2.1. Whenever the Board is to exercise discretion or authority in the administration of the terms and conditions of this Plan, the term “discretion” or “authority” means the sole and absolute discretion of the Board.
- 1.2.2. The provision of a table of contents, the division of this Plan into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the interpretation of this Plan.
- 1.2.3. In this Plan, words importing the singular shall include the plural, and vice versa and words importing any gender include any other gender.
- 1.2.4. The words **“including”, “includes” and “include”** and any derivatives of such words mean **“including (or includes or include) without limitation”**. As used herein, the expressions **“Article”, “Section”** and other subdivision followed by a number, mean and refer to the specified Article, Section or other subdivision of this Plan, respectively.
- 1.2.5. Unless otherwise specified in the Participant’s Grant Agreement, all references to money amounts are to Canadian currency.
- 1.2.6. For purposes of this Plan, the legal representatives of a Participant shall only include the administrator, the executor or the liquidator of the Participant’s estate or will.
- 1.2.7. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Plan, then the first day of the period is not counted, but the day of its expiry is counted.

Article 2

PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

2.1. Purpose of the Plan

- 2.1.1. The purpose of the Plan is to permit the Company to grant Awards to Eligible Participants, subject to certain conditions as hereinafter set forth, for the following purposes:

- (a) to increase the interest in the Company's welfare of those Eligible Participants, who share responsibility for the management, growth and protection of the business of the Company or a Subsidiary;
- (b) to provide an incentive to such Eligible Participants to continue their services for the Company or a Subsidiary and to encourage such Eligible Participants whose skills, performance and loyalty to the objectives and interests of the Company or a Subsidiary are necessary or essential to its success, image, reputation or activities;
- (c) to reward Participants for their performance of services while working for the Company or a Subsidiary; and
- (d) to provide a means through which the Company or a Subsidiary may attract and retain able Persons to enter its employment or service.

2.2. Implementation and Administration of the Plan

- 2.2.1. The Plan shall be administered and interpreted by the Board or, if the Board by resolution so decides, by a committee or plan administrator appointed by the Board. If such committee or plan administrator is appointed for this purpose, all references to the "Board" herein will be deemed references to such committee or plan administrator. Nothing contained herein shall prevent the Board from adopting other or additional Share Compensation Arrangements or other compensation arrangements, subject to any required approval.
- 2.2.2. Subject to Article 7 and any applicable rules of a Stock Exchange, the Board may, from time to time, as it may deem expedient, adopt, amend and rescind rules and regulations or vary the terms of this Plan and/or any Award hereunder for carrying out the provisions and purposes of the Plan and/or to address tax or other requirements of any applicable jurisdiction.
- 2.2.3. Subject to the provisions of this Plan and to the extent permitted by applicable law, the Board may, from time to time, delegate to a committee (the "**Committee**") of the Board all or any of the powers conferred on the Board under this Plan. In such event, the Committee will exercise the powers delegated to it by the Board in the manner and on the terms authorized by the Board. Any decision made or action taken by the Committee arising out of or in connection with the administration or interpretation of this Plan in this context is final and conclusive. The Board or the Committee may delegate or sub-delegate to any director or officer of the Company the whole or any part of the administration of this Plan and shall determine the scope of such delegation or sub-delegation in its sole discretion.
- 2.2.4. No member of the Board or any Person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of the Plan or any Award granted hereunder. Members of the Board or and any person acting at the direction or on behalf of the Board, shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.
- 2.2.5. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issuance of any Shares or any other securities in the capital of the Company. For greater clarity, the Company shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, repurchasing Shares or varying or amending its share capital or corporate structure.

2.3. Participation in this Plan

- 2.3.1. The Company makes no representation or warranty as to the future market value of the Shares or with respect to any income tax matters affecting any Participant resulting from the grant of an Award, the exercise of an Option or transactions in the Shares or otherwise in respect of participation under the Plan. Neither the Company, nor any of its directors, officers, employees, shareholders or agents shall be liable for anything done or omitted to be done by such Person or any other Person with respect to the price, time, quantity or other conditions and circumstances of the issuance of Shares hereunder, or in any other manner related to the Plan. For greater certainty, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Awards will be granted to such Participant to compensate for a downward fluctuation in the price of the Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Company and its Subsidiaries do not assume and shall not have responsibility for the income or other tax consequences resulting to any Participant and each Participant is advised to consult with his or her own tax advisors.
- 2.3.2. Participants (and their legal representatives) shall have no legal or equitable right, claim, or interest in any specific property or asset of the Company or any of its Subsidiaries. No asset of the Company or any of its Subsidiaries shall be held in any way as collateral security for the fulfillment of the obligations of the Company or any of its Subsidiaries under this Plan. Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Company.
- 2.3.3. Unless otherwise determined by the Board, the Company shall not offer financial assistance to any Participant in regards to the exercise of any Award granted under this Plan.

2.4 Shares Subject to the Plan

- 2.4.1 Subject to adjustment pursuant to Article 7 hereof, the securities that may be acquired by Participants under this Plan shall consist of authorized but unissued Shares.
- 2.4.2 The maximum number of Shares reserved for issuance that are issuable pursuant to the new grants of Options shall be determined from time to time by the Committee but, in any case, shall not exceed, in the aggregate, 10% of the total number of issued and outstanding Shares as at the date of any Option grant, subtracted by the Reserved Amount, if any.
- 2.4.3 Subject to adjustments pursuant to Article 7 hereof, the maximum number of Shares that may be available and reserved for issuance and settlement of RSUs and Restricted Shares in the aggregate, shall be fixed at 10% of the issued and outstanding Shares as of the Effective Date, which is currently anticipated to be 7,800,791, and in the event all of the convertible securities of the Company are exercised/converted after the date hereof and on or before the Effective Date, such 10% amount could be a maximum of 10,409,936.
- 2.4.4 For the purposes of calculating the number of Shares reserved for issuance under this Plan, each Share subject to an RSU shall be counted as reserving one Share under the Plan, each Share subject to an Option shall be counted as reserving one Share under the Plan, and each Restricted Share shall be counted as reserving one Share under the Plan.

- 2.4.5 The Plan is considered to be an “evergreen” plan to the extent that Shares covered by Awards which are settled in cash, cancelled, terminated, surrendered, (other than Shares surrendered pursuant the Net Exercise Right (as defined herein)), forfeited or expired without being exercised, and pursuant to which no Shares have been issued, as applicable, will be available for subsequent grants under the Plan.
- 2.4.6 No Award that can be settled in Shares issued from treasury may be granted if such grant would have the effect of causing the total number of Shares subject to such Award to exceed the above-noted total numbers of Shares reserved for issuance pursuant to the settlement of Awards.
- 2.4.7 No new grants of Options will be made under the Predecessor Option Plan.

For the purposes of this Section 2.4, “the number of Shares then outstanding” shall mean the number of Shares outstanding on a non-diluted basis calculated at the date of the proposed grant of the applicable Award. All Shares reserved for issue upon the exercise of the Existing Options outstanding under the Predecessor Option Plan or any other Share Compensation Arrangements shall be counted towards the maximum number of Shares permitted to be reserved for issue pursuant to any of the provisions of this Section 2.4.

2.5 Limits with Respect to Insiders, Individual Limits, Annual Grant Limits and Investor Relations Service Provider Limits

- 2.5.1 The maximum number of the Company’s securities issuable to Insiders (as a group), or when combined with all of the Company’s other Share Compensation Arrangements, will not exceed 20% of the Company’s total issued and outstanding securities at any point in time.
- 2.5.2 The maximum number of the Company’s securities issuable to Insiders (as a group), in any 12 month period, or when combined with all of the Company’s other Share Compensation Arrangements, will not exceed 20% of the Company’s total issued and outstanding securities, calculated as at the date any Award is granted or issued to any Insider.
- 2.5.3 Unless approved by disinterested shareholders, the maximum number of the Company’s securities issuable to any one Person, within any one-year period, under the Plan, or when combined with all of the Company’s other Share Compensation Arrangements, cannot exceed 5% of the Company’s total issued and outstanding securities, calculated as at the date any Award is granted or issued to any Insider.
- 2.5.4 The maximum number of the Company’s securities issuable to any one Consultant, within any one-year period, under the Plan, or when combined with all of the Company’s other Share Compensation Arrangements, cannot exceed 2% of the Company’s total issued and outstanding securities, calculated as at the date any Award is granted or issued to the Consultant.
- 2.5.5 An Award may only be granted to any one Person retained to provide Investor Relations Activities under this Plan if:

- (a) the number of Shares reserved for issuance under that Award, when combined with the number of Shares reserved for issuance under all Awards granted within the one-year period before the date of the Award by the Company to Persons retained to provide Investor Relations Activities, does not exceed, in aggregate, 2% of the Company's total issued and outstanding securities on the date of the Award;
- (b) the Award vests in stages over a period of not less than 12 months with no more than $\frac{1}{4}$ of the options vesting in any three month period; and
- (c) the Award is comprised solely of Options.

2.6 Granting of Awards

- 2.6.1 Any Award granted under the Plan shall be subject to the requirement that, if at any time counsel to the Company shall determine that the listing, registration or qualification of the Shares subject to such Award, if applicable, upon any Stock Exchange or under any law or regulation of any jurisdiction, or the consent or approval of any Stock Exchange or any governmental or regulatory body, is necessary as a condition of, or in connection with, the grant of such Awards or exercise of any Option or the issuance or purchase of Shares thereunder, if applicable, such Award may not be accepted or exercised in whole or in part unless such listing, registration, qualification, consent or approval shall have been effected or obtained on conditions acceptable to the Board. Nothing herein shall be deemed to require the Company to apply for or to obtain such listing, registration, qualification, consent or approval.

Article 3 OPTIONS

3.1. Nature of Options

- 3.1.1. An Option is an Award granted by the Company to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Option Price, but subject to the provisions hereof. For the avoidance of doubt, no Dividend Equivalents shall be granted in connection with an Option.

3.2. Option Awards

- 3.2.1. Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) fix the number of Options, if any, to be granted to each Eligible Participant and the Award Date on which such Options shall be granted, (iii) determine the price per Share to be payable upon the exercise of each such Option (the "**Option Price**") and the relevant vesting provisions (including Performance Criteria, if applicable) and the Option Term, the whole subject to the terms and conditions prescribed in this Plan or in any Option Agreement, and any applicable rules of a Stock Exchange.

- 3.2.2. No Options shall be granted to a U.S. Participant and no Shares shall be issued to a U.S. Participant upon exercise of any such Options unless such securities are registered under the U.S. Securities Act and any applicable state securities laws or an exemption from such registration is available. Any Options issued to a U.S. Participant and any Shares issued upon exercise thereof, pursuant to an exemption from registration under the U.S. Securities Act will be “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act).

- 3.2.3. Any certificate or instrument representing Options granted to a U.S. Participant or Shares issued to a U.S. Participant upon exercise of any such Options pursuant to an exemption from registration under the U.S. Securities Act and applicable state securities laws shall bear a legend restricting transfer under applicable United States federal and state securities laws substantially in the following form:

“THE SECURITIES REPRESENTED HEREBY [For Options Include: AND THE SECURITIES ISSUABLE ON EXERCISE HEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING THESE SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF NUREXONE BIOLOGIC INC. (THE “CORPORATION”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

For Options include:

“THE OPTIONS REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE OPTIONS REPRESENTED HEREBY MAY NOT BE EXERCISED IN THE UNITED STATES OR BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON OR A PERSON IN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES LAWS AND APPLICABLE STATE SECURITIES LAWS. AS USED HEREIN, THE TERMS “UNITED STATES” AND “U.S. PERSON” HAVE THE MEANINGS ASCRIBED TO THEM IN REGULATION S UNDER THE U.S. SECURITIES ACT.”

3.3. Option Price

- 3.3.1. The Option Price for Shares that are the subject of any Option shall be determined and approved by the Board when such Option is granted, but shall not be less than the Discounted Market Price on the Award Date.

- 3.3.2. Disinterested shareholder approval shall be required for any reduction of the Option Price of such Option if the Participant is an Insider at the time of the proposed amendment.

3.4. Option Term

- 3.4.1. The Board shall determine, at the time of granting the particular Option, the period during which the Option is exercisable, which shall not be more than ten (10) years from the date the Option is granted ("**Option Term**"). Unless otherwise determined by the Board, all unexercised Options shall be cancelled at the expiry of such Options. Notwithstanding the foregoing and subject to the policies of the Stock Exchange, if the Option Term expires within a Blackout Period, the Option Term shall be extended ten (10) Business Days after the expiry of the Blackout Period.
- 3.4.2. Disinterested shareholder approval shall be required for any extension of the Option Term of such Option if the Participant is an Insider at the time of the proposed amendment.

3.5. Vesting

- 3.5.1. The Board or the Committee may, in its sole discretion, determine the time during which an Option shall vest and whether there shall be any other conditions or Performance Criteria to vesting. In the absence of any determination by the Board or the Committee to the contrary, Options will vest and be exercisable as to one third (1/3) of the total number of Options granted on each of the first, second and third anniversaries of the Award Date (computed in each case to the nearest whole Option). Notwithstanding the foregoing, the Board or the Committee may, at its sole discretion at any time or in the Option Agreement in respect of any Options granted, accelerate or provide for the acceleration of vesting in whole or in part of Options previously granted.
- 3.5.2. Notwithstanding Section 3.5.1, unless the Company receives prior written approval of the TSXV, the Company shall not accelerate or provide for the acceleration of vesting in whole or in part of Options previously granted to Persons retained to provide Investor Relations Activities.

3.6. Option Agreements

- 3.6.1. The grant of an Option by the Board shall be evidenced by an Option Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. Such Option Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in an Option Agreement. The provisions of the various Option Agreements issued under this Option need not be identical.
- 3.6.2. The Option Agreement shall contain such terms that the Company considers necessary in order that the Option will comply with any provisions respecting options in the Tax Act or other applicable laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

3.7. Exercise of Options

- 3.7.1. Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board at the time of granting the particular Option, may determine in its sole discretion. For greater certainty, any exercise of Options by a Participant shall be made in accordance with the Company's stock trading policy. The Company shall not issue any Shares to a Participant prior to the Company being satisfied in its sole discretion that all applicable taxes under Section 8.2 will be timely withheld or received and remitted to the appropriate taxation authorities in respect of any particular Participant and any particular Option.

3.8. Method of Exercise and Payment of Purchase Price

- 3.8.1. Subject to the provisions of the Plan, an Option granted under the Plan shall be exercisable (from time to time as provided in Section 3.7 hereof) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering a fully completed Exercise Notice, a form of which is attached hereto as Exhibit B, to the Company at its registered office to the attention of the Corporate Secretary of the Company (or the individual that the Corporate Secretary of the Company may from time to time designate) or give notice in such other manner as the Company may from time to time designate, which notice shall specify the number of Shares in respect of which the Option is being exercised and shall be accompanied by full payment, by cash, certified cheque, bank draft or any other form of payment deemed acceptable by the Board of the aggregate Option Price for the number of Shares specified therein and, if required by Section 8.2, the amount necessary to satisfy any taxes.
- 3.8.2. Upon the exercise, the Company shall, as soon as practicable after such exercise but no later than ten (10) Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares either to:
- (a) deliver to the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) a certificate in the name of the Participant representing in the aggregate such number of Shares as the Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice; or
 - (b) in the case of Shares issued in uncertificated form, cause the issuance of the aggregate number of Shares as the Participant (or the liquidator, executor or administrator, as the case may be, of the estate of the Participant) shall have then paid for and as are specified in such Exercise Notice to be evidenced by a book position on the register of the shareholders of the Company to be maintained by the transfer agent and registrar of the Shares.
- 3.8.3. Each Participant, other than Persons retained to perform Investor Relations Activities, shall have the alternative, when entitled to exercise an Option, to deal with such Option on a "net exercise" basis, (the "**Net Exercise Right**") in the manner set out and in accordance with the terms of this Plan. Without limitation, the Board may determine in its discretion that such Net Exercise Right, if any, grant a Participant the right to surrender such Option in whole or in part by notice in writing to the Company and in lieu of receiving Shares pursuant to the exercise of the Option, receive, that number of Shares, disregarding fractions, which is equal to the quotient obtained by:

- (a) subtracting the applicable Option Price from the VWAP on the Business Day immediately prior to the exercise of the Net Exercise Right and multiplying the remainder by the number of Option Shares; and
- (b) dividing the net amount obtained under subsection 3.8.3(a) by the VWAP on the Business Day immediately prior to the exercise of the Net Exercise Right,

provided that the Participant pays to the Company an amount equal to the Tax Obligations applicable to the Option Shares or otherwise makes arrangements satisfactory to the Company in accordance with Section 8.2.1.

- 3.8.4. Each Participant shall have the alternative when entitled to exercise an Option, to deal with such Option on a “cashless exercise” basis, (the “**Cashless Exercise Right**”) in the manner set out and in accordance with the terms of this Plan. A “Cashless Exercise” means the exercise of an Option where the Company has an arrangement with a brokerage firm pursuant to which the brokerage firm will loan money to the Participant to purchase the Option Shares underlying the Option and then the brokerage firm sells a sufficient number of Option Shares to cover the exercise price of the Option in order to repay the loan made to the Participant and receives an equivalent number of Option Shares from the exercise of the Options as were sold to cover the loan and the Participant then receives the balance of the Option Shares or the cash proceeds from the balance of the Option Shares. Pursuant to a Cashless Exercise Right, a Participant shall deliver a properly executed Exercise Notice together with irrevocable instructions to a broker providing for assignment to the Company of the proceeds of a sale or loan with respect to some or all of the Option Shares being acquired upon the exercise of the Option. The Company reserves the right, in the Company’s sole and absolute discretion, to establish, decline to approve or terminate any program or procedures for the exercise of Options by means of a cashless exercise, including with respect to one or more Participants specified by the Company notwithstanding that such program or procedures may be available to other Participants.
- 3.8.5. Where a Participant chooses to use the Net Exercise Right, the Company shall make the election provided for in subsection 110(1.1) of the Tax Act in circumstances where the Participant is otherwise eligible for the deduction provided for in paragraph 110(1)(d) of the Tax Act.

Article 4 RESTRICTED SHARE UNITS

4.1. Nature of RSUs

- 4.1.1. An RSU is an Award in the nature of a bonus for services rendered, in the calendar year that includes the Award Date, and that, upon settlement, entitles the recipient Participant to acquire Shares, or equivalent cash value thereto, pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant, unless such RSU expires prior to being settled. Vesting conditions may, without limitation, be based on continuing employment (or other service relationship) and/or achievement of Performance Criteria.

4.2. RSU Awards

- 4.2.1. Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs under the Plan (ii) fix the number of RSUs, if any, to be granted to each Eligible Participant's Account and the Award Date on which such RSUs shall be granted and (iii) determine the relevant vesting provisions (including Performance Criteria, if applicable), the whole subject to the terms and conditions of this Plan or in any RSU Agreement, and any applicable rules of a Stock Exchange.
- 4.2.2. No RSU shall be granted to a U.S. Participant unless such securities are registered under the U.S. Securities Act and any applicable state securities laws or an exemption from such registration is available. Any RSU issued to a U.S. Participant pursuant to an exemption from registration under the U.S. Securities Act will be "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act).
- 4.2.3. Any certificate or instrument representing RSU granted to a U.S. Participant pursuant to an exemption from registration under the U.S. Securities Act and applicable state securities laws shall bear a legend restricting transfer under applicable United States federal and state securities laws substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING THESE SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF NUREXONE BIOLOGIC INC. (THE "CORPORATION") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

4.3. Credits for Dividends

- 4.3.1. Following the declaration and payment of dividends on the Shares, the Board may, in its absolute discretion, determine to make a cash payment to a Participant in respect of outstanding RSUs credited to the Participant's Account, as a bonus for services rendered during the year such dividend was declared (a "**Dividend Equivalent**"). Payment of any such Dividend Equivalent will be made forthwith following any such determination by the Board and in any event within thirty (30) days of such determination. For the avoidance of doubt, a Dividend Equivalent payment must be made in cash and no Shares can make up a Dividend Equivalent payment.

4.4. Vesting

- 4.4.1. The Board or the Committee may, in its sole discretion, determine the time during which RSUs shall vest (except that no RSU, or portion thereof, may vest after the Expiry Date) and whether there shall be any other conditions or Performance Criteria to vesting. In the absence of any determination by the Board or the Committee to the contrary, RSUs will vest and be payable as to one third (1/3) of the total number of RSUs granted on each of the first, second and third anniversaries of the Award Date (computed in each case to the nearest whole RSU), provided that in all cases payment in satisfaction of an RSU shall occur prior to the Outside Payment Date. Notwithstanding the foregoing, the Board or the Committee may, at its sole discretion at any time or in the RSU Agreement in respect of any RSUs granted, accelerate or provide for the acceleration of vesting in whole or in part of RSUs previously granted. The Award Value of any RSU shall be determined as of the applicable Vesting Date.
- 4.4.2. Notwithstanding Section 4.4.1 and subject Section 7.2, an RSU shall not vest prior to the date that is one year following the Award Date of such RSU.
- 4.4.3. In the event of a Participant's death, an RSU may, subject to the discretion of the Board, vest prior to the date that is one year following the Award Date of such RSU in accordance with the provisions set out in Section 6.3.2.

4.5. RSU Agreements

- 4.5.1. The grant of an RSU by the Board shall be evidenced by an RSU Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. Such RSU Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in an RSU Agreement. The provisions of the various RSU Agreements issued under this Plan need not be identical.
- 4.5.2. The RSU Agreement shall contain such terms that the Company considers necessary in order that the RSU will comply with any provisions respecting restricted share units in the Tax Act or other applicable laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

4.6. RSU Terms

- 4.6.1. The term during which an RSU may be outstanding shall, subject to the provisions of this Plan requiring or permitting the acceleration or the extension of the term, be such period as may be determined from time to time by the Board or the Committee, but subject to the rules of the TSXV or any Stock Exchange or other regulatory body having jurisdiction (but in no case shall the term of an RSU extend beyond the Expiry Date).
- 4.6.2. Unless otherwise determined by the Board or the Committee, or unless the Company and a Participant agree otherwise in an RSU Agreement or other written agreement (including an employment or consulting agreement), each RSU shall provide that if a Participant shall cease to be a director or officer of or be in the employ of, or a Consultant or other Participant to the Company or a Subsidiary for any reason whatsoever including, without limitation, retirement, resignation or involuntary termination (with or without Cause), as determined by the Board in its sole discretion, before all of the awards respecting RSUs credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, (i) such Participant shall cease to be a Participant as of the Forfeiture Date, (ii) the former Participant shall forfeit all unvested awards respecting RSUs credited to the Participant's Account effective as at the Forfeiture Date, (iii) any Award Value corresponding to any vested RSUs remaining unpaid as of the Forfeiture Date shall be paid to the former Participant in accordance with Section 4.7, and (iv) the former Participant shall not be entitled to any further payment from this Plan.
- 4.6.3. The Board shall have sole discretion to determine if any Performance Criteria and/or other vesting conditions with respect to an RSU, and as contained in the RSU Agreement governing such RSU, have been met and shall communicate to a Participant as soon as reasonably practicable when any such applicable Performance Criteria has been satisfied.

4.7. Payment in Respect of RSUs

- 4.7.1. On the Vesting Date, the Company, at its sole and absolute discretion, shall have the option of settling the Award Value payable in respect of an RSU by any of the following methods or by a combination of such methods:
- a) payment in cash;
 - b) payment in Shares acquired by a Trustee, on behalf of the Company, on a Stock Exchange; or
 - c) payment in Shares issued from the treasury of the Company.
- 4.7.2. The Company shall not determine whether the payment method shall take the form of cash or Shares until the Vesting Date, or some reasonable time prior thereto. A holder of RSUs shall not have any right to demand, be paid in, or receive Shares in respect of the Award Value underlying any RSU at any time. Notwithstanding any determination by the Company to settle the Award Value of any vested RSUs, or portion thereof, in Shares, the Company reserves the right to change its determination in respect thereof at any time up until payment is actually made, and the holder of such vested RSUs shall not have the right, at any time to enforce settlement in the form of Shares.

- 4.7.3. Any amount payable to a Participant in respect of vested RSUs shall be paid to the Participant as soon as practicable following the Vesting Date and in any event within thirty (30) days of the Vesting Date and prior to the Outside Payment Date.

Article 5

RESTRICTED SHARES

5.1. Nature of Restricted Shares

- 5.1.1. A Restricted Share is an Award of Shares in the nature of a bonus for services rendered, in the calendar year that includes the Award Date, granted to a recipient Participant, pursuant and subject to such restrictions and conditions as the Board may determine at the time of grant. Vesting conditions may, without limitation, be based on continuing employment (or other service relationship) and/or achievement of Performance Criteria.
- 5.1.2. The purchase price for Restricted Shares shall be established by the Board or the Committee in its discretion. No monetary payment (other than applicable withholding taxes) shall be required as a condition of receiving Restricted Shares, the consideration for which shall be services actually rendered by a Participant to the Company. Notwithstanding the foregoing, if required by applicable law, the Participant shall furnish consideration in the form of cash or past services rendered to the Company having a value not less than the fair market value of the Restricted Shares.
- 5.1.3. Any grant of Restricted Shares is subject to prior TSXV approval.

5.2. Restricted Share Awards

- 5.2.1. Subject to the provisions set forth in this Plan and any shareholder or regulatory approval which may be required, the Board shall, from time to time by resolution, in its sole discretion, (i) designate the Eligible Participants who may receive Restricted Shares under the Plan (ii) fix the number of Restricted Shares, if any, to be granted to each Eligible Participant's Account and the Award Date on which such Restricted Shares shall be granted and (iii) determine the relevant vesting provisions (including Performance Criteria, if applicable), the whole subject to the terms and conditions of this Plan or in any Restricted Share Agreement, and any applicable rules of a Stock Exchange.
- 5.2.2. No Restricted Shares shall be granted to a U.S. Participant unless such securities are registered under the U.S. Securities Act and any applicable state securities laws or an exemption from such registration is available. Any Restricted Share issued to a U.S. Participant pursuant to an exemption from registration under the U.S. Securities Act will be "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act).
- 5.2.3. Any certificate or instrument representing Restricted Shares granted to a U.S. Participant pursuant to an exemption from registration under the U.S. Securities Act and applicable state securities laws shall bear a legend restricting transfer under applicable United States federal and state securities laws substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING THESE SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF NUREXONE BIOLOGIC INC. (THE "CORPORATION") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

5.3. Dividends

- 5.3.1. A holder of Restricted Shares shall have no right to receive dividends during the period during which such Restricted Shares remain subject to vesting conditions. The Company may require a Participant to enter into an agreement regarding treatment of dividends as a condition of any Restricted Shares being granted. However, following the declaration and payment of dividends on the Shares, the Board may, in its absolute discretion, make a Dividend Equivalent payment to a Participant in respect of outstanding Restricted Shares credited to the Participant's Account. Payment of any such Dividend Equivalent will be made forthwith following any such determination by the Board and in any event within thirty (30) days of such determination. For the avoidance of doubt, a Dividend Equivalent payment must be made in cash and no Shares can make up a Dividend Equivalent payment.

5.4. Voting

- 5.4.1. During the period in which any Restricted Shares are subject to vesting restrictions, Participants holding Restricted Shares granted hereunder may not exercise any voting rights with respect to those Restricted Shares. The Company may require a Participant to enter into a restricted voting rights agreement as a condition of any Restricted Shares being granted.

5.5. Vesting

- 5.5.1. The Board or the Committee may, in its sole discretion, determine the time during which Restricted Shares shall vest (except that no Restricted Shares, or portion thereof, may vest after the Expiry Date) and whether there shall be any other conditions or Performance Criteria to vesting. In the absence of any determination by the Board or the Committee to the contrary, Restricted Shares will vest as to one third (1/3) of the total number of Restricted Shares granted on each of the first, second and third anniversaries of the Award Date (computed in each case to the nearest whole Restricted Share). Notwithstanding the foregoing, the Board or the Committee may, at its sole discretion at any time or in the Restricted Share Agreement in respect of any Restricted Shares granted, accelerate or provide for the acceleration of vesting in whole or in part of Restricted Shares previously granted.
- 5.5.2. Notwithstanding Section 5.4.1 and subject Section 7.2, a Restricted Share shall not vest prior to the date that is one year following the Award Date of such Restricted Share.
- 5.5.3. In the event of a Participant's death, a Restricted Share may, subject to the discretion of the Board, vest prior to the date that is one year following the Award Date of such Restricted Share in accordance with the provisions set out in Section 6.3.2.
- 5.5.4. During any period in which Restricted Shares remain subject to vesting conditions, such Restricted Shares may not be sold, exchange, transferred, pledged or assigned or otherwise disposed of, except as otherwise permissible pursuant to the terms of this Plan.

5.6. Restricted Share Agreements

- 5.6.1. The grant of Restricted Shares by the Board shall be evidenced by a Restricted Share Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. Such Restricted Share Agreement shall be subject to all applicable terms and conditions of this Plan and may be subject to any other terms and conditions (including without limitation any recoupment, reimbursement or claw-back compensation policy as may be adopted by the Board from time to time) which are not inconsistent with this Plan and which the Board deems appropriate for inclusion in a Restricted Share Agreement. The provisions of the various Restricted Share Agreements issued under this Plan need not be identical.
- 5.6.2. The Restricted Share Agreement shall contain such terms that the Company considers necessary in order that the Restricted Share will comply with any provisions respecting restricted shares in the Tax Act or other applicable laws in force in any country or jurisdiction of which the Participant may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Company.

5.7. Restricted Share Terms

- 5.7.1. The term during which a Restricted Share may be outstanding shall, subject to the provisions of this Plan requiring or permitting the acceleration or the extension of the term, be such period as may be determined from time to time by the Board or the Committee, but subject to the rules of the TSXV or any Stock Exchange or other regulatory body having jurisdiction (but in no case shall the term of a Restricted Share extend beyond the Expiry Date).

- 5.7.2. Unless otherwise determined by the Board or the Committee, or unless the Company and a Participant agree otherwise in a Restricted Share Agreement or other written agreement (including an employment or consulting agreement), each Restricted Share shall provide that if a Participant shall cease to be a director or officer of or be in the employ of, or a Consultant or other Participant to the Company or a Subsidiary for any reason whatsoever including, without limitation, retirement, resignation or involuntary termination), as determined by the Board in its sole discretion, before all of the awards respecting Restricted Shares credited to the Participant's Account have vested or are forfeited pursuant to any other provision hereof, (i) such Participant shall cease to be a Participant as of the Forfeiture Date, (ii) the Company shall be entitled to repurchase all unvested Restricted Shares credited to the Participant's Account for equivalent cash consideration paid by the Participant to acquire such Restricted Shares, if any, (iii) any Restricted Shares that have vested and/or are no longer subject to any Performance Criteria shall not be subject to any forfeiture or right of repurchase by the Company, and (iv) the former Participant shall not be entitled to any further payment from this Plan.
- 5.7.3. The Board shall have sole discretion to determine if any Performance Criteria and/or other vesting conditions with respect to Restricted Shares, and as contained in the Restricted Share Agreement governing such Restricted Shares, have been met and shall communicate to a Participant as soon as reasonably practicable when any such applicable Performance Criteria has been satisfied.

Article 6

GENERAL CONDITIONS

6.1. General Conditions Applicable to Awards

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

- 6.1.1. Vesting Period. Each Award granted hereunder shall vest in accordance with the terms of the Grant Agreement entered into in respect of such Award. The Board, subject the terms of this Plan, has the right to accelerate the date upon which any Award becomes exercisable notwithstanding the vesting schedule set forth for such Award, regardless of any adverse or potentially adverse tax consequence resulting from such acceleration. Notwithstanding the foregoing, no Award (other than an Option) may vest before a date that is one (1) year from the Award Date.
- 6.1.2. Employment. Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee by the Company or a Subsidiary to the Participant of employment or another service relationship with the Company or a Subsidiary. The granting of an Award to a Participant shall not impose upon the Company or a Subsidiary any obligation to retain the Participant in its employ or service in any capacity. Nothing contained in this Plan or in any Award granted under this Plan shall interfere in any way with the rights of the Company or any of its Affiliates in connection with the employment, retention or termination of any such Participant. The loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise.

- 6.1.3. Grant of Awards. Eligibility to participate in this Plan does not confer upon any Eligible Participant any right to be granted Awards pursuant to this Plan. Granting Awards to any Eligible Participant does not confer upon any Eligible Participant the right to receive nor preclude such Eligible Participant from receiving any additional Awards at any time. The extent to which any Eligible Participant is entitled to be granted Awards pursuant to this Plan will be determined in the sole discretion of the Board. Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant's relationship or employment with the Company or any Subsidiary, and shall not constitute a termination of an Eligible Participant's employment, a breach of their contract of employment or constructive dismissal.
- 6.1.4. Rights as a Shareholder. Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Options, RSUs or Restricted Shares by reason of the grant of such Award until such Award has been duly exercised, as applicable, and settled and, in the case of Options and RSUs, Shares have been issued in respect thereof, or in the case of Restricted Shares, applicable vesting requirements have been met. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such Shares have been issued (in the case of Options and RSUs) or applicable vesting conditions have been met (in the case of Restricted Shares).
- 6.1.5. Conformity to Plan. In the event that an Award is granted or a Grant Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.
- 6.1.6. Non-Transferrable Awards. Each Award granted under the Plan is personal to the Participant and shall not be assignable or transferable by the Participant, whether voluntarily or by operation of law, except by will or by the laws of succession of the domicile of the deceased Participant. No Award granted hereunder shall be pledged, hypothecated, charged, transferred, assigned or otherwise encumbered or disposed of on pain of nullity.
- 6.1.7. Participant's Entitlement. Except as otherwise provided in this Plan or unless the Board permits otherwise, upon any Subsidiary of the Company ceasing to be a Subsidiary of the Company, Awards previously granted under this Plan that, at the time of such change, are held by a Person who is a director, executive officer, employee or Consultant of such Subsidiary of the Company and not of the Company itself, whether or not then exercisable, shall automatically terminate on the date of such change.
- 6.1.8. Investor Relations Activities. No Person who performs Investor Relations Activities for and on behalf of the Company shall be entitled to receive any type of Award under this Plan, other than an Option. Unless the Company receives prior written approval of the TSXV, the Company shall not accelerate or provide for the acceleration of vesting in whole or in part of Options previously granted to Persons retained to provide Investor Relations Activities.
- 6.1.9. Resale Restrictions, Exchange Hold Period. All Awards shall be subject to the applicable Resale Restrictions under applicable law and the Exchange Hold Period.

- 6.1.10. Disclosure. Every agreement to grant or issue an Award to a director or officer of the Company or to a Person who provides Investor Relations Activities, and any amendment to any of the foregoing, must be disclosed to the public by way of a news release on the day the Award is implemented or amended, or on the day the Award is granted, issued or amended, as applicable.

6.2. General Conditions Applicable to Options

Each Option shall be subject to the following conditions:

- 6.2.1. Termination for Cause. Except as prohibited by applicable legislation (and where so prohibited, such prohibition shall be effective only to the minimum extent required), upon a Participant ceasing to be an Eligible Participant for Cause, any vested or unvested Option granted to such Participant shall terminate automatically and become void immediately. For the purposes of the Plan, except as prohibited by applicable legislation, the determination by the Company that the Participant was discharged for Cause shall be binding on the Participant. “Cause” shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Company’s codes of conduct and any other reason determined by the Company to be cause for termination.
- 6.2.2. Termination not for Cause. Upon a Participant ceasing to be an Eligible Participant as a result of his or her employment or service relationship with the Company or a Subsidiary being terminated without Cause, except as prohibited by applicable legislation, (i) any unvested Option granted to such Participant shall terminate and become void immediately and (ii) any vested Option granted to such Participant may be exercised by such Participant. Unless otherwise determined by the Board, in its sole discretion, such Option shall only be exercisable within the earlier of (a) ninety (90) days after the Termination Date, or (b) the expiry date of the Award set forth in the Grant Agreement, after which the Option will expire.
- 6.2.3. Resignation. Upon a Participant ceasing to be an Eligible Participant as a result of his or her resignation from the Company or a Subsidiary, (i) each unvested Option granted to such Participant shall terminate and become void immediately upon the effective date of resignation and (ii) each vested Option granted to such Participant will cease to be exercisable on the earlier of ninety (90) days following the Termination Date and the expiry date of the Option set forth in the Grant Agreement, after which the Option will expire.
- 6.2.4. Permanent Disability/Retirement. Upon a Participant ceasing to be an Eligible Participant by reason of retirement or permanent disability, (i) any unvested Option shall terminate and become void immediately upon the effective date of retirement or commencement of permanent disability, and (ii) any vested Option will cease to be exercisable on the earlier of (a) twelve (12) months the effective date of retirement or the date on which the Participant is deemed to cease his or her employment or service relationship with the Company or any Subsidiary by reason of permanent disability, and (b) the expiry date of the Award set forth in the Grant Agreement, after which the Option will expire.

- 6.2.5. Death. Upon a Participant ceasing to be an Eligible Participant by reason of death, any vested Option granted to such Participant may be exercised by the liquidator, executor or administrator, as the case may be, of the estate of the Participant for that number of Shares only which such Participant was entitled to acquire under the respective Options on the date of such Participant's death. Such vested Option shall only be exercisable within twelve (12) months after the Participant's death or prior to the expiration of the original term of the Options whichever occurs earlier, and each unvested Option shall be forfeited.
- 6.2.6. Leave of Absence. Upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves, the Board may determine, at its sole discretion but subject to applicable laws, that such Participant's participation in the Plan shall be terminated, provided that all vested Options in the Participant's Account shall remain outstanding and in effect until the applicable exercise date, or an earlier date determined by the Board at its sole discretion.
- 6.2.7. Expiration. Notwithstanding the provisions of this Section 6.2, any Award granted or issued to any Participant must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an Eligible Participant under the Plan.
- 6.2.8. Exchange Hold Period. All Options exercised prior to the expiry of the Exchange Hold Period shall have Shares issued legended in accordance the Exchange Hold Period commencing on the Award Date.

6.3. General Conditions Applicable to RSUs and Restricted Shares

Each RSU and Restricted Share shall be subject to the following conditions:

- 6.3.1. Termination for Cause and Resignation. Upon a Participant ceasing to be an Eligible Participant for Cause or as a result of his or her resignation from the Company or a Subsidiary, except as prohibited by applicable legislation, the Participant's participation in the Plan shall be terminated immediately, all RSUs and Restricted Shares credited to such Participant's Account that have not vested shall be forfeited and cancelled, or, in the case of Restricted Shares, subject to a repurchase right by the Company for equivalent cash consideration paid by the Participant to acquire such Restricted Shares (if any), and the Participant's rights that relate to such Participant's unvested RSUs or Restricted Shares shall be forfeited and cancelled on the Termination Date.
- 6.3.2. Death, Leave of Absence or Termination of Service. Except as otherwise determined by the Board from time to time, at its sole discretion, and except as prohibited by applicable legislation, (a) upon a Participant electing a voluntary leave of absence of more than twelve (12) months, including maternity and paternity leaves; or (b) upon a Participant ceasing to be Eligible Participant as a result of (i) death, (ii) retirement, (iii) Termination of Service for reasons other than for Cause, (iv) his or her employment or service relationship with the Company or a Subsidiary being terminated by reason of injury or disability or (v) becoming eligible to receive long-term disability benefits; all unvested RSUs and Restricted Shares in the Participant's Account as of such date shall remain outstanding and in effect pursuant to the terms of the applicable RSU Agreement and Restricted Share Agreement, and

- a) If the Board determines that the vesting conditions are not met for such RSUs or Restricted Shares, then all unvested RSUs and Restricted Shares credited to such Participant's Account shall be forfeited and cancelled or, in the case of Restricted Shares, subject to a repurchase right by the Company for equivalent cash consideration paid by the Participant to acquire such Restricted Shares (if any), and the Participant's rights that relate to such unvested RSUs and Restricted Shares shall be forfeited and cancelled; and
- b) If the Board determines that the vesting conditions are met for such RSUs, the Participant shall be entitled to receive payment pursuant to Section 4.7 the number of RSUs outstanding in the Participant's Account (as of the date of the Participant's death, retirement, termination or Eligibility Date) and the Company shall (i) pay such amount to the Participant or the liquidator, executor or administrator, as the case may be, of the estate of the Participant, as soon as practicable thereafter, but no later than the end of the Outside Payment Date, and (ii) debit the corresponding number of RSUs from the Account of such Participant's or such deceased Participants', as the case may be, and all the Participant's rights that relate to such Participant's RSUs shall be forfeited and cancelled.

6.3.3. Expiration. Notwithstanding the provisions of this Section 6.3, any Award granted or issued to any Participant must expire within a reasonable period, not exceeding 12 months, following the date the Participant ceases to be an Eligible Participant under the Plan.

6.3.4. General. For greater certainty, where (i) a Participant's employment or service relationship with the Company or a Subsidiary is terminated pursuant to Section 6.3.1 or Section 6.3.2 hereof or (ii) a Participant elects for a voluntary leave of absence pursuant to Section 6.3.2 hereof following the satisfaction of all vesting conditions in respect of particular RSUs but before receipt of the corresponding distribution or payment in respect of such RSUs, the Participant shall remain entitled to such distribution or payment.

Article 7 ADJUSTMENTS AND AMENDMENTS

7.1. Adjustment to Shares Subject to Outstanding Awards

7.1.1. At any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award or the forfeiture or cancellation of such Award, in the event of (i) any subdivision of the Shares into a greater number of Shares, (ii) any consolidation of Shares into a lesser number of Shares, (iii) any reclassification, reorganization or other change affecting the Shares, (iv) any merger, amalgamation or consolidation of the Company with or into another corporation, or (v) any distribution to all holders of Shares or other securities in the capital of the Company, of cash, evidences of indebtedness or other assets of the Company (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity interests in a subsidiary or business unit of the Company or one of its subsidiaries or cash proceeds of the disposition of such a subsidiary or business unit) or any transaction or change having a similar effect, then the Board shall in its sole discretion, subject to the required approval of any Stock Exchange, determine the appropriate adjustments or substitutions to be made in such circumstances in order to maintain the economic rights of the Participant in respect of such Award in connection with such occurrence or change, including, without limitation:

- (a) adjustments to the exercise price of such Award without any change in the total price applicable to the unexercised portion of the Award;
- (b) adjustments to the number of Shares to which the Participant is entitled upon exercise of such Award; or
- (c) adjustments to the number of kind of Shares reserved for issuance pursuant to the Plan.

7.2. Change of Control

- 7.2.1. In the event of a potential Change of Control, the Board shall have the power, subject to prior written approval of the TSXV (other than in the event of a security consolidation or security split), to modify the terms of this Plan and/or the Awards to assist the Participants to tender into a takeover bid or participating in any other transaction leading to a Change of Control. For greater certainty, in the event of a take-over bid or any other transaction leading to a Change of Control, the Board shall have the power, to (i) provide that any or all Awards shall thereupon terminate, provided that any such outstanding Awards that have vested shall remain exercisable until consummation of such Change of Control, and (ii) permit Participants to conditionally exercise their vested Options, such conditional exercise to be conditional upon the take-up by such offeror of the Shares or other securities tendered to such take-over bid in accordance with the terms of such take-over bid (or the effectiveness of such other transaction leading to a Change of Control). If, however, the potential Change of Control referred to in this Section 7.2 is not completed within the time specified therein (as the same may be extended), then notwithstanding this Section 7.2 or the definition of “**Change of Control**”: (i) any conditional exercise of vested Options shall be deemed to be null, void and of no effect, and such conditionally exercised Awards shall for all purposes be deemed not to have been exercised, (ii) Shares which were conditionally issued pursuant to exercise of Options which vested pursuant to this Section 7.2 shall be returned by the Participant to the Company and reinstated as authorized but unissued Shares, and (iii) the original terms applicable to Awards which vested pursuant to this Section 7.2 shall be reinstated.
- 7.2.2. If the Company completes a transaction constituting a Change of Control and within twelve (12) months following the Change of Control a Participant who was also an officer or employee of, or Consultant to, the Company prior to the Change of Control has their position, employment or consulting agreement terminated, or the Participant is constructively dismissed, then all unvested Awards shall immediately vest and become exercisable, and remain open for exercise until the earlier of their expiry date as set out in the Award Agreement and for certainty in the case of Options, the date that is ninety (90) days after such termination or dismissal.

7.3. Amendment or Discontinuance of the Plan

7.3.1. The Board may suspend or terminate the Plan at any time, or from time to time amend or revise the terms of the Plan or any granted Award without the consent of the Participants provided that such suspension, termination, amendment or revision shall:

- (a) not adversely alter or impair the rights of any Participant, without the consent of such Participant except as permitted by the provisions of the Plan;
- (b) be in compliance with applicable law and with the prior approval, if required, of the shareholders of the Company, the applicable Stock Exchange, or any other regulatory body having authority over the Company; and
- (c) be subject to shareholder approval, where required by law or the requirements of the applicable Stock Exchange provided that the Board may, from time to time, in its absolute discretion and without approval of the shareholders of the Company make the following amendments to this Plan:
 - (i) any amendment of a "housekeeping" nature, including, without limitation, amending the wording of any provision of the Plan for the purpose of clarifying the meaning of existing provisions or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correcting grammatical or typographical errors and amending the definitions contained within the Plan;
 - (ii) any amendment to comply with the rules, policies, instruments and notices of any regulatory authority to which the Company is subject, including the Stock Exchange, or to otherwise comply with any applicable law or regulation; and
 - (iii) any amendment respecting the administration or implementation of the Plan.

7.3.2. Notwithstanding Section 7.3.1(a), the Board shall be required to obtain shareholder approval to make the following amendments:

- (a) any increase to the maximum number of Shares issuable under the Plan, except in the event of an adjustment pursuant to Article 7;
- (b) except in the case of an adjustment pursuant to Article 7, any amendment which reduces the exercise price of an Option or any cancellation of an Option and replacement of such Option with an Option with a lower exercise price;
- (c) any amendment which extends the expiry date of any Award, beyond the original expiry date;
- (d) any amendment which increases the maximum number of Shares that may be (i) issuable to Insiders at any time; or (ii) issued to Insiders under the Plan and any other proposed or established Share Compensation Arrangement in a one-year period, except in case of an adjustment pursuant to Article 7;
- (e) a change in the termination provision of an Award granted hereunder;
- (f) any amendment to the definition of an Eligible Participant under the Plan;

provided that Shares held directly or indirectly by Insiders benefiting from the amendments shall be excluded when obtaining such shareholder approval.

Article 8

MISCELLANEOUS

8.1. Use of an Administrative Agent and Trustee

8.1.1. The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent or trustee to administer the Awards granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Company and the administrative agent and trustee will maintain records showing the number of Awards granted to each Participant under the Plan.

8.2. Tax Withholding

8.2.1. Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of such Tax Obligations, including in respect of applicable taxes and source deductions, as the Company determines. If the event giving rise to the Tax Obligations involves an issuance or delivery of Shares, then, the Tax Obligations may be satisfied in such manner as the Company determines, including by (i) having the Participant elect to have the appropriate number of such Shares sold by the Company, the Company's transfer agent and registrar or any agent or trustee appointed by the Company pursuant to Section 8.1 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Company, which will in turn remit such amounts to the appropriate governmental authorities, (ii) requiring the tendering by the Participant of cash payment in an amount equal to the Tax Obligations to the Company, which will in turn remit such amounts to the appropriate governmental authorities, (iii) the withholding by the Company from any cash payment otherwise due by the Company to the Participant, including salaries, directors fees, consulting fees and any other forms of remuneration, such amount of cash as is required to pay and satisfy the withholding amount or (iv) any other mechanism as may be required or determined by the Company as appropriate.

8.2.2. Notwithstanding Section 8.2.1, the applicable Tax Obligations may be waived where a Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which subsection 100(3) of the regulations made under the Tax Act apply.

8.2.3. For greater certainty, Section 8.2 shall not result in the alternation of the Option Price and is subject to the rules of the TSXV or any Stock Exchange or other regulatory body having jurisdiction.

8.3. Clawback

8.3.1. Notwithstanding any other provisions in this Plan, any Award which is subject to recovery under any law, government regulation or Stock Exchange listing requirement, will be subject to such deductions and clawback as may be required to be made pursuant to such law, government regulation or Stock Exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or Stock Exchange listing requirement) or any policy adopted by the Company in accordance with applicable law. Without limiting the generality of the foregoing, the Board may provide in any case that outstanding Awards (whether or not vested or exercisable) and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards will be subject to forfeiture and disgorgement to the Company, with interest and other related earnings, if the Participant to whom the Award was granted violates (i) a non-competition, nonsolicitation, confidentiality or other restrictive covenant by which he or she is bound, or (ii) any policy adopted by the Company applicable to the Participant that provides for forfeiture or disgorgement with respect to incentive compensation that includes Awards under the Plan. In addition, the Board may require forfeiture and disgorgement to the Company of outstanding Awards and the proceeds from the exercise or disposition of Awards or Shares acquired under Awards, with interest and other related earnings, to the extent required by law or applicable Stock Exchange listing standards, including any related policy adopted by the Company. Each Participant, by accepting or being deemed to have accepted an Award under the Plan, agrees to cooperate fully with the Board, and to cause any and all permitted transferees of the Participant to cooperate fully with the Board, to effectuate any forfeiture or disgorgement required hereunder. Neither the Board nor the Company nor any other person, other than the Participant and his or her permitted transferees, if any, will be responsible for any adverse tax or other consequences to a Participant or his or her permitted transferees, if any, that may arise in connection with this Section 8.3.

8.4. Securities Law Compliance

8.4.1. The Plan (including any amendments to it), the terms of the grant of any Award under the Plan, the grant of any Award and exercise of any Option, and the Company's obligation to sell and deliver Shares in respect of any Awards, shall be subject to all applicable federal, provincial, state and foreign laws, rules and regulations, the rules and regulations of applicable Stock Exchanges and to such approvals by any regulatory or governmental agency as may, as determined by the Company, be required. The Company shall not be obliged by any provision of the Plan or the grant of any Award hereunder to issue, sell or deliver Shares in violation of such laws, rules and regulations or any condition of such approvals.

8.4.2. Unless the Company determines otherwise, no Awards shall be granted, and no Shares shall be issued, sold or delivered hereunder, where such grant, issue, sale or delivery would require registration of the Plan or of the Shares under the securities laws of any jurisdiction or the filing of any prospectus for the qualification of same thereunder, and any purported grant of any Award or purported issue or sale of Shares hereunder in violation of this provision shall be void.

8.4.3. The Company shall have no obligation to issue any Shares pursuant to this Plan unless upon official notice of issuance such Shares shall have been duly listed with a Stock Exchange. Shares issued, sold or delivered to Participants under the Plan may be subject to limitations on sale or resale under applicable securities laws.

8.4.4. If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Company to issue such Shares shall terminate and any funds paid to the Company in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

8.5. Reorganization of the Company

8.5.1. The existence of any Awards shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustment, reclassification, recapitalization, reorganization or other change in the Company's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Company or to create or issue any bonds, debentures, shares or other securities of the Company or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.6. Quotation of Shares

8.6.1. So long as the Shares are listed on one or more Stock Exchanges, the Company must apply to such Stock Exchange or Stock Exchanges for the listing or quotation, as applicable, of the Shares underlying the Awards granted under the Plan, however, the Company cannot guarantee that such Shares will be listed or quoted on any Stock Exchange.

8.7. No Fractional Shares

8.7.1. No fractional Shares shall be issued upon the exercise of any Option or settlement of any RSU or issuance of any Restricted Share granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of such Option, or from an adjustment permitted by the terms of this Plan, such Participant shall only have the right to purchase the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

8.8. Governing Laws

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

8.9. Severability

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

8.10. Section 409A of the US Tax Code

8.10.1. It is intended that any payments under the Plan to U.S. Participant shall be exempt from or comply with Section 409A of the US Tax Code, and all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes and penalties under Section 409A of the US Tax Code.

8.11. Effective Date

8.11.1. This Plan shall be effective as of _____, 2025.

**EXHIBIT “A”
FORM OF OPTION AGREEMENT**

[Insert if options are issued pursuant to an exemption from registration under the U.S. Securities Act:

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUEABLE ON EXERCISE HEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING THESE SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF NUREXONE BIOLOGIC INC. (THE “CORPORATION”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THE OPTIONS REPRESENTED HEREBY AND THE SECURITIES ISSUEABLE UPON EXERCISE HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE OPTIONS REPRESENTED HEREBY MAY NOT BE EXERCISED IN THE UNITED STATES OR BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON OR A PERSON IN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES LAWS AND APPLICABLE STATE SECURITIES LAWS. AS USED HEREIN, THE TERMS “UNITED STATES” AND “U.S. PERSON” HAVE THE MEANINGS ASCRIBED TO THEM IN REGULATION S UNDER THE U.S. SECURITIES ACT.]

This Option Agreement is entered into between NurExone Biologic Inc. (the “**Company**”) and the Participant named below, pursuant to the Company’s Omnibus Incentive Plan (the “**Plan**”), a copy of which is attached hereto.

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The Company confirms that on:

1. _____ (the “**Award Date**”)
2. _____ (the “**Participant**”)
3. was granted _____ options (“**Options**”) to purchase common shares of the Company, in accordance with the terms of the Plan, which Options will bear the following terms:
 - (a) Exercise Price and Expiry. Subject to the vesting conditions specified below, the Options will be exercisable by the Participant at a price of \$[●] per common share (the “**Option Price**”) at any time prior to the expiry on [●] (the “**Expiration Date**”).
 - (b) Vesting; Time of Exercise. Subject to the terms of the Plan, the Options shall vest and become exercisable as follows:

Number of Options	Vested On
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If the number of common shares vesting in a tranche set forth above covers a fractional common share, such fractional common share will be rounded down to the nearest whole number of common shares. Notwithstanding anything to the contrary herein, the Options shall expire on the Expiration Date set forth above and must be exercised, if at all, on or before the Expiration Date. Options are denominated in Canadian dollars (C\$).

4. The Options shall be exercisable only by delivery to the Company of a duly completed and executed notice in the form attached to this Option Agreement (the “**Exercise Notice**”), together with payment of the Option Price for each common share covered by the Exercise Notice (including an amount equal to any applicable Tax Obligations) and/or, if applicable, a notice that the Participant intends to surrender the Options in lieu of exercise, pursuant to the Participant’s Net Exercise Right or Cashless Exercise Right as set out in the Plan.
5. Subject to the terms of the Plan, unless otherwise specified in the Exercise Notice, the Options shall be deemed to be: (i) exercised upon receipt by the Company of such written Exercise Notice accompanied by the exercise price (including an amount equal to any applicable Tax Obligations), or (ii) surrendered upon election by the Participant in lieu of exercise, pursuant to the Participant’s Net Exercise Right or Cashless Exercise Right.
6. The Participant hereby represents and warrants (on the date of this Option Agreement and upon each exercise or termination of Options) that:
 - (a) the Participant has not received any offering memorandum, or any other documents (other than annual financial statements, interim financial statements or any other document the content of which is prescribed by statute or regulation, other than an offering memorandum) describing the business and affairs of the Company that has been prepared for delivery to, and review by, a prospective purchaser in order to assist it in making an investment decision in respect of the common shares;
 - (b) the Participant is acquiring the common shares without the requirement for the delivery of a prospectus or offering memorandum, pursuant to an exemption under applicable securities legislation and, as a consequence, is restricted from relying upon the civil remedies otherwise available under applicable securities legislation and may not receive information that would otherwise be required to be provided to it;
 - (c) the Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Company and does not desire to utilize a registrant in connection with evaluating such merits and risks;
 - (d) the Participant acknowledges that an investment in the common shares involves a high degree of risk, and represents that it understands the economic risks of such investment and is able to bear the economic risks of this investment;
 - (e) the Participant acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Options, as provided in Section 8.2 of the Plan;

- (f) this Option Agreement constitutes a legal, valid and binding obligation of the Participant, enforceable against him in accordance with its terms; and
- (g) the execution and delivery of this Option Agreement and the performance of the obligations of the Participant hereunder will not result in the creation or imposition of any lien, charge or encumbrance upon the common shares.

The Participant acknowledges that the Company is relying upon such representations and warranties in granting the Options and issuing any common shares upon exercise thereof.

- 7. The Participant's delivery of the signed Exercise Notice to exercise the Options (in whole or in part) shall be accompanied by full payment of the exercise price for the Shares being purchased (including an amount equal to the Tax Obligations) and/or a notice that the Participant intends to surrender Options in lieu of exercise, pursuant to the Participant's Net Exercise Right or Cashless Exercise Right as set out in the Plan. Payment for the Shares may be made by certified cheque or wire transfer in readily available funds.
- 8. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this Option Agreement and the Plan including that the loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise **and the termination of employment provisions, subject to applicable law**; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Option Agreement, and (c) hereby accepts these Options subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Option Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Option Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement.
- 9. This Option Agreement and the terms of the Plan incorporated herein (with the Exercise Notice, if the Option is exercised) constitutes the entire agreement of the Company and the Participant (collectively, the "**Parties**") with respect to the Options and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This Option Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this Option Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Company and the Participant have executed this Option Agreement as of _____, 20__.

NUREXONE BIOLOGIC INC.

Per:

Name:

Title:

If the Participant is an individual:

_____	)	
	)	
	)	
	)	
_____	)	_____
(Witness signature)	)	Name:
	)	
Print Name: _____	)	
	)	
Address: _____	)	
	)	
	)	
Occupation: _____	)	

If the Participant is **NOT** an individual:

[PARTICIPANT]

Per:

Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Options.

**EXHIBIT “B”
FORM OF EXERCISE NOTICE**

TO: NUREXONE BIOLOGIC INC.

This Exercise Notice is made in reference to stock options (“**Options**”) granted under the Omnibus Incentive Plan (the “**Plan**”) of NurExone Biologic Inc. (the “**Company**”). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The undersigned (the “**Participant**”) holds Options under the Plan to purchase [●] common shares of the Company at a price per common share of \$[●] (the “**Option Price**”) pursuant to the terms and conditions set out in that certain option agreement between the Participant and the Company dated [●] (the “**Option Agreement**”).

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The Participant hereby:

☐	irrevocably gives notice of the exercise of ____ Options held by the Participant pursuant to the Option Agreement at the Option Price per common share for an aggregate exercise price of \$ _____ (the “Aggregate Option Price”) on the terms specified in the Option Agreement and encloses herewith a certified cheque payable to the Company or evidence of wire transfer to the Company in full satisfaction of the Aggregate Option Price. The Participant acknowledges that, in addition to the Aggregate Option Price, the Company will require that the Participant also provide to the Company a certified cheque or evidence of wire transfer equal to the amount of any Tax Obligations associated with the exercise of such Options before the Company will issue any common shares to the Participant in settlement of the Options. The Company shall have the sole discretion to determine the amount of any such Tax Obligations and shall inform the Participant of this amount as soon as reasonably practicable upon receipt of this completed Exercise Notice.
--------------------------	--

- or -

☐	irrevocably gives notice of the Participant's exercise of the Net Exercise Right with respect to ____ Options held by the Participant pursuant to the Option Agreement, and agrees to receive that number of common shares of the Company equal to the following: <u>$((A - B) \times C)$</u> A where A is the VWAP on the date prior to the date of this Exercise Notice, B is the Option Price, and C is the number of Options being exercised in this Exercise Notice, provided that the Participant pays to the Company an amount equal to the Tax Obligations applicable to the Option Shares or otherwise makes arrangements satisfactory to the Company.
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- or -

	irrevocably gives notice of the Participant's exercise of the Cashless Exercise Right with respect to ____ Options held by the Participant pursuant to the Option Agreement, and agrees to receive that number of common shares of the Company following the application of the procedures set out in Section 3.8.4 of the Plan.
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In connection with this exercise, the undersigned Participant must mark one of Box A, Box B or Box C:

Box A

☐

The undersigned hereby certifies that (i) it did not acquire the Option in the United States (as that term is defined in Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**")) or at a time when the undersigned was a "U.S. Person" (as that term is defined in the U.S. Securities Act) or acting for the account or benefit of a U.S. Person or a person in the United States, (ii) it is not in the United States or a U.S. Person, (iii) the Option is not being exercised for the account or benefit of a U.S. Person or a person in the United States, and (iv) this Notice of Exercise of Stock Options was not executed or delivered in the United States.

Box B

☐

The undersigned represents, warrants and certifies that it (a) acquired the Options directly from NurExone Biologic Inc. pursuant to the Option Agreement; (b) is exercising the Options solely for its own account; and (c) is an "accredited investor" (within the meaning of Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended, on the date of exercise of the Options pursuant to this Exercise Notice.

Box C

☐

An (i) exemption from registration under the U.S. Securities Act and all applicable state securities law is available for the issuance of common shares underlying this Option or (ii) the Options and common shares issuable on exercise of the Options have been registered under the U.S. Securities Act pursuant to a Form S-8 registration statement, and attached hereto is an opinion of counsel or other evidence to such effect, it being understood that any opinion of counsel or other evidence tendered in connection with the exercise of this Option must be in form and substance satisfactory to NurExone Biologic Inc.

Registration:

The common shares issued pursuant to this Exercise Notice are to be registered in the name of the undersigned and are to be delivered, as directed below:

Name: _____

Address: _____

DATED this _____ day of _____, _____.

(signature)

Name of Participant:

**EXHIBIT “C”
FORM OF RSU AGREEMENT**

[Insert if RSUs are issued pursuant to an exemption from registration under the U.S. Securities Act:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING THESE SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF NUREXONE BIOLOGIC INC. (THE “CORPORATION”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.]

This RSU Agreement is entered into between NurExone Biologic Inc. (the “**Company**”) and the Participant (as defined herein) named below, pursuant to the Company’s Omnibus Incentive Plan (the “**Plan**”), a copy of which is attached hereto

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The Company confirms that on:

1. _____ (the “**Award Date**”)
2. _____ (the “**Participant**”)
3. was granted _____ Restricted Share Units (“**RSUs**”), in accordance with the terms of the Plan, which RSUs will vest as follows:

Number of RSUs	Vested On

all on the terms and subject to the conditions set out in the Plan

4. The performance period for this grant of RSUs commences on the Award Date and ends at the close of business on [●].

	C-1	Exhibit C to Omnibus Incentive Plan
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5. By signing this agreement, the Participant:
- a. acknowledges that he or she has read and understands the Plan, agrees with the terms and conditions thereof which shall be deemed to be incorporated into and form part of this RSU Agreement (subject to any specific variations contained in this RSU Agreement);
 - b. acknowledges that, subject to the vesting and other conditions and provisions in this RSU Agreement, each RSU awarded to the Participant shall entitle the Participant to receive on settlement one common share of the Company.
 - c. acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any RSU, as provided in Section 8.2 of the Plan;
 - d. agrees that an RSU does not carry any voting rights;
 - e. acknowledges that the value of the RSUs granted herein are denominated in Canadian dollars (C\$), and such value is not guaranteed;
 - f. recognizes that, at the sole discretion of the Company, the Plan can be administered by a designee of the Company by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Company.
6. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this RSU Agreement and the Plan, including that the loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise and the termination of employment provisions, subject to applicable law; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this RSU Agreement, and (c) hereby accepts these RSUs subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this RSU Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this RSU Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this RSU Agreement.
7. This RSU Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Company and the Participant (collectively the "Parties") with respect to the RSUs and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Parties. This RSU Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of British Columbia. Should any provision of this RSU Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

[Remainder of page left intentionally blank]

	C-2	Exhibit C to Omnibus Incentive Plan
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IN WITNESS WHEREOF the Company and the Participant have executed this RSU Agreement as of _____, 20__.

NUREXONE BIOLOGIC INC.

Per: _____

Name: _____

Title: _____

If the Participant is an individual:

_____	)	
	)	
	)	
	)	
(Witness signature)	)	Name: _____
Print Name: _____	)	
Address: _____	)	
	)	
Occupation: _____	)	

If the Participant is **NOT** an individual:

[PARTICIPANT]

Per: _____

Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your RSUs.

EXHIBIT “D”
FORM OF RESTRICTED SHARE AGREEMENT

[Insert if Restricted Shares are issued pursuant to an exemption from registration under the U.S. Securities Act:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING THESE SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF NUREXONE BIOLOGIC INC. (THE “CORPORATION”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.]

This Restricted Share Agreement is entered into between NurExone Biologic Inc. (the “**Company**”) and the Participant (as defined herein) named below, pursuant to the Company’s Omnibus Incentive Plan (the “**Plan**”), a copy of which is attached hereto

All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The Company confirms that on:

1. _____ (the “**Award Date**”)
2. _____ (the “**Participant**”)
3. was granted _____ Restricted Shares, in accordance with the terms of the Plan, which Restricted Shares will vest as follows:

Number of Restricted Shares	Vested On

all on the terms and subject to the conditions set out in the Plan

4. The performance period for this grant of Restricted Shares commences on the Award Date and ends at the close of business on [●].
5. By signing this agreement, the Participant:

	D-1	Exhibit D to Omnibus Incentive Plan
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- a. acknowledges that he or she has read and understands the Plan, agrees with the terms and conditions thereof which shall be deemed to be incorporated into and form part of this Restricted Share Agreement (subject to any specific variations contained in this Restricted Share Agreement);
 - b. acknowledges that, the Restricted Shares subject to this Restricted Share Agreement are subject to certain vesting and other conditions and provisions as set out in this Restricted Share Agreement and until vesting or expiration or satisfaction of such conditions and provisions, the Restricted Shares may not be sold, exchange, transferred, pledged or assigned or otherwise disposed of, except as otherwise permissible pursuant to the terms of the Plan or this Restricted Share Agreement;
 - c. Any Restricted Shares issued pursuant to this Restricted Share Agreement shall carry such legends as determined by the Board or the Committee to note such Restricted Shares are subject to certain vesting and other conditions and provisions as set out in this Restricted Share Agreement;
 - d. acknowledges that he or she is responsible for paying any applicable taxes and withholding taxes arising from the exercise of any Restricted Shares, as provided in Section 8.2 of the Plan;
 - e. acknowledges that the value of the Restricted Shares granted herein are denominated in Canadian dollars (C\$), and such value is not guaranteed;
 - f. agrees that a Restricted Share does not carry any voting rights until vesting has occurred;
 - g. recognizes that, at the sole discretion of the Company, the Plan can be administered by a designee of the Company by virtue of Section 2.2 of the Plan and any communication from or to the designee shall be deemed to be from or to the Company.
6. The Participant acknowledges and represents that: (a) the Participant fully understands and agrees to be bound by the terms and provisions of this Restricted Share Agreement and the Plan, including that the loss of existing or potential profit in Shares underlying Awards granted under this Plan shall not constitute an element of damages in the event of termination of a Participant's employment or service in any office or otherwise **and the termination of employment provisions, subject to applicable law**; (b) agrees and acknowledges that the Participant has received a copy of the Plan and that the terms of the Plan form part of this Restricted Share Agreement, and (c) hereby accepts these Restricted Share subject to all of the terms and provisions hereof and of the Plan. To the extent of any inconsistency between the terms of this Restricted Share Agreement and those of the Plan, the terms of the Plan shall govern. The Participant has reviewed this Restricted Share Agreement and the Plan, has had an opportunity to obtain the advice of counsel prior to executing this Restricted Share Agreement.

7. This Restricted Share Agreement and the terms of the Plan incorporated herein constitutes the entire agreement of the Company and the Participant (collectively the “Parties”) with respect to the Restricted Shares and supersedes in its entirety all prior undertakings and agreements of the Parties with respect to the subject matter hereof, and may not be modified adversely to the Participant’s interest except by means of a writing signed by the Parties. This Restricted Share Agreement and the terms of the Plan incorporated herein are to be construed in accordance with and governed by the laws of the Province of Ontario. Should any provision of this Restricted Share Agreement or the Plan be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

[Remainder of page left intentionally blank]

	D-3	Exhibit D to Omnibus Incentive Plan
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IN WITNESS WHEREOF the Company and the Participant have executed this Restricted Share Agreement as of _____, 20__.

NUREXONE BIOLOGIC INC.

Per:

Name:

Title:

If the Participant is an individual:

_____	)	
	)	
	)	
	)	
(Witness signature)	)	Name: _____
Print Name: _____	)	
Address: _____	)	
	)	
Occupation: _____	)	

If the Participant is **NOT** an individual:

[PARTICIPANT]

Per:

Authorized Signatory

Note to Plan Participants

This Agreement must be signed where indicated and returned to the Company within 30 days of receipt. Failure to acknowledge acceptance of this grant will result in the cancellation of your Restricted Shares.

EXHIBIT “E”
SUB-PLAN FOR PARTICIPANTS SUBJECT TO ISRAELI TAXATION

This Sub-Plan (“**Sub-Plan**”) to the Nurexone Biologic Inc. Omnibus Incentive Plan (the “**Plan**”) is subject to and forms part of the Plan.

1. DEFINITIONS

As used herein, the following terms shall have the meanings hereinafter set forth, unless the context clearly indicates to the contrary. Any capitalized term used herein which is not specifically defined in this Sub-Plan shall have the meaning set forth in the Plan.

- 1.1 “**Award**” – an award of Options, RSU or Restricted Share granted to a Participant under the Plan and this Sub-Plan, pursuant to Section 102 or Section 3(i) of the Ordinance; provided however that with respect to 102 Trustee Awards, such Award may be exercised/settled only into Shares and cannot be paid in or exercised/settled to cash.
- 1.2 “**Controlling Shareholder**” – shall have the meaning ascribed to such term in Section 32(9) of the Ordinance.
- 1.3 “**Eligible 102 Participants**” – employees, officers or directors of the Company or any affiliate thereof, which are not classified as Controlling Shareholders before the grant of the Awards and/or after such grant. For purposes hereof, an affiliate must be an “employing company” within the meaning of such term in Section 102 of the Ordinance.
- 1.4 “**Ordinance**” – the Israeli Income Tax Ordinance [New Version], 1961, and the rules and regulations promulgated thereunder, including without limitation, the Income Tax Rules (Tax benefits in Stock Issuance to Employees) 5763-2003, as are in effect from time to time, and any similar successor rules and regulations.
- 1.5 “**Section 102**” – Section 102 of the Ordinance and the rules and regulations promulgated thereunder, as are in effect from time to time, and any similar successor rules and regulations.
- 1.6 “**Trustee**” – the trustee designated or replaced by the Company and/or applicable affiliate for the purposes of the Plan and approved by the Israeli Tax Authorities all in accordance with the provisions of Section 102.

2. GENERAL

- 2.1 The purpose of this Sub-Plan is to establish certain rules and limitations applicable to Awards granted to Participants, the grant of Awards to whom (or the exercise, settlement or transfer thereof by whom) are subject to taxation in Israel (“**Israeli Participants**”), in order that such Awards may comply with the requirements of Israeli law, including, if applicable, Section 102.
- 2.2 The Plan and this Sub-Plan are complementary to each other and shall be read and deemed as one. In the event of any contradiction, whether explicit or implied, between the provisions of this Sub-Plan and the Plan, the provisions of this Sub-Plan shall prevail with respect to Awards granted to Israeli Participants.

- 2.3 Awards may be granted under this Sub-Plan in one of the following tax tracks, at the Company's discretion and subject to applicable restrictions or limitations as provided in applicable law including without limitation any applicable restrictions and limitations in Section 102 regarding the eligibility of Israeli Participants to each of the following tax tracks, based on their capacity and relationship towards the Company:
- 2.3.1 102 Trustee Award – an Award granted through a Trustee in accordance with and pursuant to Section 102 in one of the following tax tracks: (i) the tax alternative set forth in Section 102(b)(2)/(3) of the Ordinance pursuant to which income resulting from the sale or transfer from the Trustee of Shares derived from 102 Trustee Awards is intended to be taxed as a capital gain, subject to meeting the required conditions thereunder ("**102 Capital Gains Track**") or (ii) the tax alternative set forth in Section 102(b)(1) of the Ordinance pursuant to which income resulting from the sale or transfer from the Trustee of Shares derived from 102 Trustee Awards is taxed as ordinary income ("**102 Ordinary Income Track**"); or
- 2.3.2 102 Non-Trustee Award – an Award granted not through a Trustee in accordance with and pursuant to Section 102(c); or
- 2.3.3 3(i) Award – an Award granted pursuant to Section 3(i) of the Ordinance.

3. ADMINISTRATION

- 3.1 Without derogating from the powers and authorities of the Board detailed in the Plan, the Board shall have the sole and full discretion and authority, without the need to submit its determinations or actions to the stockholders of the Company for their approval or authorization, unless such approval is required by the Plan, any governing documents of the Company (including, but not limited to, the Company's Certificate of Incorporation or bylaws, each as may be amended or restated from time to time), or to comply with applicable mandatory law, to administer this SubPlan and to take all actions related hereto and to such administration, including without limitation the performance, from time to time and at any time, of any and all of the following: (a) the determination of the specific tax track (as described in Section 2.3 above) in which the Awards are to be issued; (b) the election by the Company, with respect to grant of 102 Trustee Awards, of either one of the following tax tracks – "Capital Gains Tax Track" or "Ordinary Income Tax Track", as provided in and in accordance with Section 102 (the "**Election**"); (c) the appointment of the Trustee; and (d) the adoption of forms of Grant Agreements to be applied with respect to Israeli Participants, incorporating and reflecting, *inter alia*, relevant provisions regarding the grant of Awards in accordance with this Sub-Plan, and the amendment or modification from time to time of the terms of such Grant Agreements.

4. SECTION 102 ELECTION

- 4.1 102 Trustee Awards shall be granted pursuant to either (a) Section 102(b)(2)/(3) of the Ordinance as 102 Capital Gains Track grants or (b) Section 102(b)(1) of the Ordinance as 102 Ordinary Income Track grants. The Company's Election regarding the type of 102 Trustee Awards grant it chooses to make shall be filed with the Israeli Tax Authority (the "ITA") and shall be subject to Section 5 below. Once the Company has filed such Election, it may change the type of 102 Trustee Awards that it chooses to make only after the lapse of at least 12 months from the end of the calendar year in which the first grant was made in accordance with the previous Election, in accordance with Section 102. For the avoidance of doubt, such Election shall not prevent the Company from granting 102 Non-Trustee Awards to Eligible 102 Participants at any time.
- 4.2 Eligible 102 Participants may receive only 102 Trustee Awards or 102 Non-Trustee Awards under this Sub-Plan. Participants who are not Eligible 102 Participants may be granted only 3(i) Awards under this Sub-Plan.
- 4.3 The Grant Agreement shall indicate whether the grant is a 102 Trustee Award, a 102 Non-Trustee Award or a 3(i) Award; and, if the grant is a 102 Trustee Award, the Election of the tax track.
- 4.4 The Election by the Company of the type of tax track of a certain Award shall apply to any rights attached to such Award and any rights allocated or received by such Participant deriving from such Award (including bonus shares).

5. 102 TRUSTEE AWARDS

- 5.1 Grant in the Name of Trustee. Notwithstanding anything to the contrary in the Plan, 102 Trustee Awards granted hereunder shall be granted to, and the Shares issued pursuant thereto and all rights attached thereto (including bonus shares), shall be issued to the Trustee, and all such Awards and Shares shall be registered in the name of the Trustee, who shall hold them in trust until such time as they are released by the transfer or sale thereof by the Trustee. In case the requirements of Section 102 for 102 Trustee Awards are not met, then the 102 Trustee Awards may be regarded as 102 Non-Trustee Awards, all in accordance with the provisions of Section 102. Notwithstanding anything to the contrary in the Plan, the date of grant of a 102 Trustee Award shall be the date of the resolution of the Board approving the grant of such Award (the "**Date of Grant**") which in the case of 102 Trustee Awards shall not be before the lapse of 30 days (or such other period which may be determined by the Ordinance from time to time) from the date upon which the Plan is first submitted to the ITA.
- 5.2 Exercise/Settlement of Vested 102 Trustee Awards. Unless other procedures shall be determined from time to time by the Board and notified to the Israeli Participants, the mechanism of exercising/settling vested 102 Trustee Awards shall be in accordance with the provisions of the Plan. Notwithstanding the above, any notice of exercise/settlement of 102 Trustee Awards shall be made in such form and method in compliance with the provisions of Section 102 and shall also be delivered in copy to the authorized representative of any affiliate with which the Israeli Participant is employed and/or engaged, if applicable, and to the Trustee.
- 5.3 Restrictions on Transfer:

- 5.3.1 102 Trustee Awards and the Shares issued pursuant thereto, and all rights attached thereto (including bonus shares), shall be held by the Trustee for such period of time as required by the provisions of Section 102 applicable to Awards granted through a Trustee in the applicable tax track, as per the Election (the “**Restricted Period**”).
- 5.3.2 Subject to the provisions of Section 102 and any rules or regulation or orders or procedures promulgated thereunder, the Israeli Participant shall provide the Company and the Trustee with a written undertaking and confirmation under which the Israeli Participant confirms that he/she is aware of the provisions of Section 102 and the elected tax track and agrees to the provisions of the trust agreement between the Company and the Trustee, and undertakes not to release, by sale or transfer, the 102 Trustee Awards, and the Shares issued pursuant thereto, and all rights attached thereto (including bonus shares) prior to the lapse of the Restricted Period. The Israeli Participant shall not be entitled to sell or release from trust the 102 Trustee Awards, nor the Shares issued pursuant thereto, nor any right attached thereto (including bonus shares), nor to request the transfer or sale of any of the same to any third party, before the lapse of the Restricted Period. Notwithstanding the above, if any such sale or transfer occurs during the Restricted Period, the sanctions under Section 102 of the Ordinance and under any rules or regulation or orders or procedures promulgated thereunder shall apply to and shall be borne by such Israeli Participant.
- 5.3.3 Without derogating and subject to the above, and to all other applicable restrictions in the Plan, this Sub-Plan, the Grant Agreement and applicable law, the Trustee shall not release, by sale or transfer, the Shares issued pursuant to the 102 Trustee Awards, and all rights attached thereto (including bonus shares) to the Israeli Participant, or to any third party to whom the Israeli Participant wishes to sell the Shares (unless the contemplated transfer is by will or laws of descent) unless and until the Trustee has either (a) withheld payment of all taxes required to be paid upon the sale or transfer thereof, if any, or (b) received confirmation either that such payment, if any, was remitted to the tax authorities or of another arrangement regarding such payment, which is satisfactory to the Company and the Trustee. For the removal of doubt, it is clarified that the Trustee may release by sale or transfer to a third party only Shares (and not any Awards).
- 5.3.4 After termination of the Restricted Period, the Trustee may release such Awards and any such Shares, provided that (i) the Trustee has received an acknowledgment from the ITA that the Eligible 102 Participant has paid any applicable tax due pursuant to the Ordinance or (ii) the Trustee and/or the Company or the affiliate withholds any applicable tax due pursuant to the Ordinance. The Trustee shall not release any 102 Trustee Awards or Shares issued pursuant thereto prior to the full payment of the Eligible 102 Participant's tax liabilities arising from the grant, vesting, exercise or settlement of the Awards.

- 5.4 Without derogating from the provisions of the Plan, it is hereby further clarified that with respect to Shares issued pursuant to 102 Trustee Awards, as long as they are registered in the name of the Trustee, the Trustee shall be the registered owner of such shares and dividends shall be distributed to the Trustee who shall transfer such amounts to the Israeli Participants following tax withholding. Notwithstanding, the Trustee shall not exercise the voting rights conferred by such Shares in any way whatsoever, and shall not issue a proxy to any person or entity to vote such shares (other than to the applicable Israeli Participant, subject to and in accordance with the provisions of Section 102).
- 5.5 All bonus shares to be issued by the Company, if any, with regard to Shares issued pursuant to the exercise/settlement of 102 Trustee Awards, while held by the Trustee, shall be registered in the name of the Trustee; and all provisions applying to such Shares shall apply to bonus shares issued by virtue thereof, if any, *mutatis mutandis*. Said bonus shares shall be subject to the Restricted Period of the Shares by virtue of which they were issued.
- 5.6 The Company shall be under no duty to ensure, and no representation or commitment is made, that any of the Awards qualifies or will qualify under any particular tax treatment (such as 102 Capital Gains Track), nor shall the Company be required to take any action for the qualification of any of the Awards under such tax treatment. The Company shall have no liability of any kind or nature in the event that, for any reason whatsoever, the Awards do not qualify for any particular tax treatment.
- 5.7 Without derogating from the definition of “Fair Market Value” under the Plan and solely for the purpose of determining the tax liability pursuant to Section 102(b)(3) of the Ordinance, if on the Date of Grant the Company’s Shares are listed on any established stock exchange or a national market system or if the Company’s Shares will be registered for trading within ninety (90) days following the Date of Grant of 102 Trustee Awards, the fair market value of the Shares at the Date of Grant shall be determined in accordance with the average value of the Company’s Shares on the thirty (30) trading days preceding the Date of Grant or on the thirty (30) trading days following the date of registration for trading, as the case may be.
- 5.8 For the purposes of 102 Trustee Awards, when effecting a “Net Exercise Right” (pursuant to Section 3.8.3 of the Plan), such right shall be effected in accordance with Section 102 requirements, including obtaining and complying with any required tax ruling (as applicable).
- 5.9 For Options, (i) payment of the exercise price with respect to 102 Trustee Award (if applicable) shall be made solely in cash, unless and to the extent permitted otherwise under Section 102 or as expressly authorized by the ITA (so long as such non-cash consideration is compliant with the Plan); and (ii) 102 Trustee Awards may be exercised/settled for Shares only and not for cash.
- 5.10 The distribution of any Dividend Equivalents with respect to 102 Trustee Award (if applicable) shall be made in accordance with Section 102 requirements, including obtaining and complying with any required tax ruling (to the extent applicable).

5.11 With respect to 102 Trustee Awards, any adjustment to Awards in the event of a distribution to all holders of Shares or other securities in the capital of the Company as set forth in Section 7.1.1 of the Plan shall be made in accordance with Section 102 requirements, including obtaining and complying with any required tax ruling (to the extent applicable).

5.12 Notwithstanding the provisions of the Plan (including inter alia Sections 6.2.6 and 6.3.2(a) of the Plan), it is hereby clarified that in the event of a leave of absence by the Participant, all Awards held by such Participant shall cease vesting, unless re-employment of the Participant upon expiration of such leave of absence is guaranteed by law.

6. 102 NON-TRUSTEE AWARDS

6.1 102 Non-Trustee Awards granted hereunder shall be granted to, and the Shares issued pursuant thereto, issued to, the Israeli Participant.

6.2 Without derogating and subject to the above, and to all other applicable restrictions in the Plan, this Sub-Plan, the Grant Agreement and applicable law, the Shares issued pursuant to the 102 Non-Trustee Awards, and all rights attached thereto (including bonus shares) shall not be transferred unless and until the Company has either (a) withheld payment of all taxes required to be paid upon the sale or transfer thereof, if any, or (b) received confirmation either that such payment, if any, was remitted to the tax authorities or of another arrangement regarding such payment, which is satisfactory to the Company.

6.3 An Israeli Participant to whom 102 Non-Trustee Awards are granted must provide, upon termination of his/her employment, a surety or guarantee to the satisfaction of the Company, to secure payment of all taxes which may become due upon the future transfer of his/her Shares to be issued pursuant to 102 Non-Trustee Awards, all in accordance with the provisions of Section 102.

7. 3(I) AWARDS

7.1 3(i) Awards granted hereunder shall be granted to, and the Shares issued pursuant thereto issued to, the Israeli Participant.

7.2 Without derogating and subject to the above, and to all other applicable restrictions in the Plan, this Sub-Plan, the Grant Agreement and applicable law, the Shares issued pursuant to 3(i) Awards cannot be exercised/settled unless and until the Company has (a) either (i) withheld payment of all taxes required to be paid upon the exercise/settlement thereof, if any, or (ii) received confirmation either that such payment, if any, was remitted to the tax authorities or of another arrangement regarding such payment, which is satisfactory to the Company; and (b) the Participant provided to the Company an invoice pertaining to the services rendered by him to Company.

7.3 The Company may require, as a condition to the grant of the 3(i) Awards, that an Israeli Participant to whom 3(i) Awards are to be granted, provide a surety or guarantee to the satisfaction of the Company, to secure payment of all taxes which may become due upon the future transfer of his/her Shares to be issued pursuant to the 3(i) Awards.

8. TAX CONSEQUENCES

- 8.1 Without derogating from and in addition to any provisions of the Plan, any and all tax and/or other mandatory payment consequences arising from the grant, vesting, exercise or settlement of Awards, the payment for or the transfer or sale of Shares, or from any other event or act in connection therewith (including without limitation, in the event that the Awards do not qualify under the tax classification/tax track in which they were intended) whether of the Company, an affiliate, the Trustee or the Israeli Participant, including without limitation any non-compliance of the Israeli Participant with the provisions hereof, shall be borne solely by the Israeli Participant. The Company, any applicable affiliate, and the Trustee, may each withhold (including at source), deduct and/or set-off, from any payment made to the Israeli Participant, the amount of the taxes and/or other mandatory payments of which is required with respect to the Awards and/or Shares. Furthermore, each Israeli Participant shall indemnify the Company, the applicable affiliate and the Trustee, or any one thereof, and hold them harmless from any and all liability for any such tax and/or other mandatory payments or interest or penalty thereupon, including without limitation liabilities relating to the necessity to withhold, or to have withheld, any such tax and/or other mandatory payments from any payment made to the Israeli Participant.
- 8.2 Without derogating from the aforesaid, each Israeli Participant shall provide the Company and/or any applicable affiliate with any executed documents, certificates and/or forms that may be required from time to time by the Company, such affiliate in order to determine and/or establish the tax liability of such Israeli Participant.
- 8.3 Without derogating from the foregoing, it is hereby clarified that the Israeli Participant shall bear and be liable for all tax and other consequences in the event that his/her 102 Trustee Awards and/or the Shares issued pursuant thereto are not held for the entire Restricted Period, all as provided in Section 102.
- 8.4 The Company and/or when applicable the Trustee shall not be required to release any share certificate to an Israeli Participant until all required payments have been fully made.

9. SUBORDINATION TO THE ORDINANCE

- 9.1 It is clarified that the grant of the 102 Trustee Awards hereunder is subject to the approval by the ITA of the Plan, this Sub-Plan and the Trustee, in accordance with Section 102.
- 9.2 Any provisions of Section 102 or Section 3(i) of the Ordinance and/or any of the rules or regulations promulgated thereunder, which are not expressly specified in the Plan or in the applicable Grant Agreement, including without limitation any such provision which is necessary in order to receive and/or to keep any tax benefit, including but not limited any tax ruling received in connection with the Plan and this Sub-Plan, and any approval or guidance issued by the ITA, shall be deemed incorporated into this Sub-Plan and binding upon the Company, and applicable affiliate and the Israeli Participant.
- 9.3 The Awards, the Plan, this Sub-Plan and any applicable Grant Agreements are subject to the applicable provisions of the Ordinance, which shall be deemed an integral part of each, and which shall prevail over any term that is inconsistent therewith.

**SCHEDULE “B”
AUDIT COMMITTEE CHARTER**

NUREXONE BIOLOGIC INC. (the “Company”)

Duties and Responsibilities

External Auditor

- (a) To recommend to the board of directors of the Company (the “**Board**”), for shareholder approval, an external auditor to examine the Company’s accounts, controls and financial statements on the basis that the external auditor is accountable to the Board and the Committee as representatives of the shareholders of the Company.
- (b) To oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor’s report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditor regarding financial reporting.
- (c) To evaluate the audit services provided by the external auditor, pre-approve all audit fees and recommend to the Board, if necessary, the replacement of the external auditor.
- (d) To pre-approve any non-audit services to be provided to the Company by the external auditor and the fees for those services.
- (e) To obtain and review, at least annually, a written report by the external auditor setting out the auditor’s internal quality-control procedures, any material issues raised by the auditor’s internal quality-control reviews and the steps taken to resolve those issues.
- (f) To review and approve the Company’s hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company. The Committee has adopted the following guidelines regarding the hiring of any partner, employee, reviewing tax professional or other person providing audit assurance to the external auditor of the Company on any aspect of its certification of the Company’s financial statements:
 - (i) No member of the audit team that is auditing a business of the Company can be hired into that business or into a position to which that business reports for a period of three years after the audit;
 - (ii) No former partner or employee of the external auditor may be made an officer of the Company or any of its subsidiaries for three years following the end of the individual’s association with the external auditor;
 - (iii) The Chief Financial Officer (“**CFO**”) must approve all office hires from the external auditor; and
 - (iv) The CFO must report annually to the Committee on any hires within these guidelines during the preceding year.
- (g) To review, at least annually, the relationships between the Company and the external auditor in order to establish the independence of the external auditor.

Financial Information and Reporting

- (a) To review the Company's annual audited financial statements with the Chief Executive Officer ("CEO") and CFO and then the full Board. The Committee will review the interim financial statements with the CEO and CFO.
- (b) To review and discuss with management and the external auditor, as appropriate:
 - (i) The annual audited financial statements and the interim financial statements, including the accompanying management discussion and analysis; and
 - (ii) Earnings guidance and other releases containing information taken from the Company's financial statements prior to their release.
- (c) To review the quality and not just the acceptability of the Company's financial reporting and accounting standards and principles and any proposed material changes to them or their application.
- (d) To review with the CFO any earnings guidance to be issued by the Company and any news release containing financial information taken from the Company's financial statements prior to the release of the financial statements to the public. In addition, the CFO must review with the Committee the substance of any presentations to analysts or rating agencies that contain a change in strategy or outlook.

Oversight

- (a) To review the internal audit staff functions, including:
 - (i) The purpose, authority and organizational reporting lines;
 - (ii) The annual audit plan, budget and staffing; and
 - (iii) The appointment and compensation of the controller, if any.
- (b) To review, with the CFO and others, as appropriate, the Company's internal system of audit controls and the results of internal audits.
- (c) To review and monitor the Company's major financial risks and risk management policies and the steps taken by management to mitigate those risks.
- (d) To meet at least annually with management (including the CFO), the internal audit staff, and the external auditor in separate executive sessions and review issues and matters of concern respecting audits and financial reporting.
- (e) In connection with its review of the annual audited financial statements and interim financial statements, the Committee will also review the process for the CEO and CFO certifications (if required by law or regulation) with respect to the financial statements and the Company's disclosure and internal controls, including any material deficiencies or changes in those controls.

Membership

- (a) The Committee shall consist solely of three or more members of the Board, the majority of which the Board has determined has no material relationship with the Company and is otherwise "unrelated" or "independent" as required under applicable securities rules or applicable stock exchange rules.

- (b) Any member may be removed from office or replaced at any time by the Board and shall cease to be a member upon ceasing to be a director. Each member of the Committee shall hold office until the close of the next annual meeting of shareholders of the Company or until the member ceases to be a director, resigns or is replaced, whichever first occurs.
- (c) The members of the Committee shall be entitled to receive such remuneration for acting as members of the Committee as the Board may from time to time determine.
- (d) All members of the Committee must be “financially literate” (i.e., have the ability to read and understand a set of financial statements such as a balance sheet, an income statement and a cash flow statement).

Procedures

- (a) The Board shall appoint one of the directors elected to the Committee as the Chair of the Committee (the “**Chair**”). In the absence of the appointed Chair from any meeting of the Committee, the members shall elect a Chair from those in attendance to act as Chair of the meeting.
- (b) The Chair will appoint a secretary (the “**Secretary**”) who will keep minutes of all meetings. The Secretary does not have to be a member of the Committee or a director and can be changed by simple notice from the Chair.
- (c) No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by resolution in writing signed by all the members of the Committee. A majority of the members of the Committee shall constitute a quorum, provided that if the number of members of the Committee is an even number, one-half of the number of members plus one shall constitute a quorum, and provided that a majority of the members must be “independent” or “unrelated”.
- (d) The Committee will meet as many times as is necessary to carry out its responsibilities. Any member of the Committee or the external auditor may call meetings.
- (e) The time and place of the meetings of the Committee, the calling of meetings and the procedure in all respects of such meetings shall be determined by the Committee, unless otherwise provided for in the articles of the Company or otherwise determined by resolution of the Board.
- (f) The Committee shall have the resources and authority necessary to discharge its duties and responsibilities, including the authority to select, retain, terminate, and approve the fees and other retention terms (including termination) of special counsel, advisors or other experts or consultants, as it deems appropriate.
- (g) The Committee shall have access to any and all books and records of the Company necessary for the execution of the Committee’s obligations and shall discuss with the CEO or the CFO such records and other matters considered appropriate.
- (h) The Committee has the authority to communicate directly with the internal and external auditors.

Reports

The Committee shall produce the following reports and provide them to the Board:

- (a) An annual performance evaluation of the Committee, which evaluation must compare the performance of the Committee with the requirements of this Charter. The performance evaluation should also recommend to the Board any improvements to this Charter deemed necessary or desirable by the Committee. The performance evaluation by the Committee shall be conducted in

such manner as the Committee deems appropriate. The report to the Board may take the form of an oral report by the Chair or any other member of the Committee designated by the Committee to make this report.

- (b) A summary of the actions taken at each Committee meeting, which shall be presented to the Board at the next Board meeting

