

PSYCHED WELLNESS LTD.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the “**Meeting**”) of the holders (“**Shareholders**”) of common shares (“**Common Shares**”) of Psyched Wellness Ltd. (the “**Corporation**”) will be held at the offices of Branson Corporate Services Ltd., 77 King Street West, Suite 2905, TD Centre North Tower, Toronto, Ontario M5K 1H1 on the 11th day of May 2022 at 10:00 a.m. (Toronto time), for the following purposes:

1. to receive the audited consolidated financial statements of the Corporation for the years ended November 30, 2021 and 2020, and the report of the auditor’s thereon;
2. to consider and, if deemed advisable, to pass an ordinary resolution fixing the number of directors to be elected at the Meeting at seven;
3. to elect directors of the Corporation for the ensuing year;
4. to appoint Clearhouse LLP, as the auditor of the Corporation until the earlier of the close of the next annual general meeting of shareholders of the Corporation or their earlier resignation or replacement, and to authorize the directors of the Corporation to fix the auditor’s remuneration;
5. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of disinterested Shareholders, ratifying, confirming and approving the Corporation’s adoption of the restricted share unit plan, as more particularly described in the accompanying management information circular (the “**Circular**”);
6. to consider, and if thought advisable, to pass, with or without variation, an ordinary resolution ratifying the adoption of By-Law No. 1-A, amending the Corporation’s By-Law No. 1 to allow shareholder meetings by telephonic and electronic means, as more particularly described in the attached Circular; and
7. to transact such other business as may properly come before the Meeting or any adjournment(s) thereof.

This notice is accompanied by the Circular and a form of proxy.

Shareholders who are unable to attend the Meeting are requested to complete, date, sign and return the enclosed form of proxy so that as large a representation as possible may be had at the Meeting. The board of directors of the Corporation (the “**Board**”) has by resolution fixed the close of business on April 1, 2022, as the record date, being the date for the determination of the registered Shareholders entitled to participate in the Meeting and any adjournment(s) thereof.

The Board has fixed 10:00 a.m. (Toronto time) on May 9, 2022, or not less than 48 hours (excluding Saturdays, Sundays and holidays) before any adjournment of the Meeting as the time before which proxies to be used or acted upon at the Meeting or any adjournment thereof shall be deposited with the Corporation’s transfer agent.

While as of the date of this notice, the Corporation intends to hold the Meeting in a physical face-to-face format, the Corporation is continuously monitoring the current COVID-19 outbreak. In light of the evolving news, guidelines and requirements related to COVID-19, the Corporation asks that, in considering whether to attend the Meeting in person, Shareholders and proxyholders follow, among other things, the instructions of the Public Health Agency of Canada and any applicable additional provincial and local instructions, guidelines and requirements. All Shareholders are strongly encouraged to vote prior to the

Meeting by any of the means described in the Circular, the form of proxy or voting instruction form as may be provided by an intermediary.

The Corporation reserves the right to take any additional precautionary measures it deems appropriate in relation to the Meeting in response to further developments in respect of the COVID-19 outbreak, including, if the Corporation considers it necessary or advisable, providing a webcast version of the Meeting and/or hosting the Meeting solely by means of remote communication. Changes to the Meeting date and/or means of holding the Meeting may be announced by way of press release. Please monitor the Corporation's press releases for updated information. The Corporation advises you to check the Corporation's SEDAR profile for the latest press releases one week prior to the Meeting date for the most current information. The Corporation does not intend to prepare or mail an amended notice and/or Circular in the event of changes to the Meeting date or format.

DATED at Toronto, Ontario this 1st day of April 2022.

BY ORDER OF THE BOARD

"/s/ Michael Nederhoff

Michael Nederhoff
Chairman

PSYCHED WELLNESS LTD.

MANAGEMENT INFORMATION CIRCULAR

Solicitation of Proxies

This management information circular (this “Circular”) is furnished in connection with the solicitation of proxies by the management of Psyched Wellness Ltd. (the “Corporation”) for use at the annual general and special meeting of holders (“Shareholders”) of common shares (“Common Shares”) of the Corporation (the “Meeting”) to be held at the time and place and for the purposes set forth in the accompanying notice of meeting (the “Notice”). References in this Circular to the Meeting include any adjournment(s) hereof. It is expected that the solicitation will be primarily by mail, however, proxies may also be solicited personally by regular employees of the Corporation and the Corporation may use the services of an outside proxy solicitation agency to solicit proxies. The cost of solicitation by the Corporation will be borne by the Corporation.

While as of the date hereof, the Corporation intends to hold the Meeting in a physical face-to-face format, the Corporation is continuously monitoring the current COVID-19 outbreak. In light of the evolving news, guidelines and requirements related to COVID-19, the Corporation asks that, in considering whether to attend the Meeting in person, Shareholders and proxyholders follow, among other things, the instructions of the Public Health Agency of Canada and any applicable additional provincial and local instructions, guidelines and requirements. All Shareholders are strongly encouraged to vote prior to the Meeting by any of the means described in this Circular, the form of proxy or other materials provided by an intermediary.

The Corporation reserves the right to take any additional precautionary measures it deems appropriate in relation to the Meeting in response to further developments in respect of the COVID-19 outbreak, including, if the Corporation considers it necessary or advisable, providing a webcast version of the Meeting and/or hosting the Meeting solely by means of remote communication. Changes to the Meeting date and/or means of holding the Meeting may be announced by way of press release. Please monitor the Corporation’s press releases for updated information. The Corporation advises you to check the Corporation’s SEDAR profile for the latest press releases one week prior to the Meeting date for the most current information. The Corporation does not intend to prepare or mail an amended Notice and/or Circular in the event of changes to the Meeting date or format.

Appointment and Revocation of Proxies

The persons named in the enclosed form of proxy are officers and directors of the Corporation. **A Shareholder desiring to appoint some other person or company, who need not be a shareholder of the Corporation, to represent him or her at the Meeting, may do so by inserting the name of such person or company in the blank space provided in the enclosed form of proxy or by completing another proper form of proxy and, in either case, depositing the completed proxy at the office of the Corporation’s transfer agent indicated on the enclosed envelope no later than 10:00 a.m. (Toronto time) on May 9, 2022, or no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time of any adjourned Meeting.**

The board of directors of the Corporation (the “Board”) has fixed the close of business on April 1, 2022, as the record date, being the date for the determination of the registered holders of securities entitled to receive notice of, and participate in, the Meeting.

A Shareholder forwarding the enclosed proxy may indicate the manner in which the appointee is to vote with respect to any specific item by checking the appropriate space. If the Shareholder giving the proxy wishes to confer a discretionary authority with respect to any item of business, then the space opposite the item is to be left blank. The Common Shares represented by the proxy submitted by a Shareholder will be voted or withheld from voting in accordance with the directions, if any, given in the proxy.

A proxy given pursuant to this solicitation may be revoked by instrument in writing, including another proxy bearing a later date, executed by the Shareholder or by his attorney authorized in writing, and deposited either at the registered office of the Corporation or its transfer agent at any time up to and including 48 hours preceding the date of the Meeting or with the Chairman of the Meeting on the day of the Meeting or in any other manner permitted by law.

Exercise of Discretion by Proxies

The persons named in the enclosed form of proxy will vote the Common Shares in respect of which they are appointed in accordance with the direction of the Shareholders appointing them. **In the absence of such direction, such Common Shares will be voted in favour of the passing of all the resolutions described below. The enclosed form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice and with respect to other matters that may properly come before the Meeting.** At the time of printing of this Circular, management knows of no such amendments, variations or other matters to come before the Meeting. However, if any other matters that are not now known to management should properly come before the Meeting, the proxy will be voted on such matters in accordance with the best judgment of the named proxies.

Non-Registered Shareholders

Only registered Shareholders or duly appointed proxyholders are permitted to vote at the Meeting. Most Shareholders are “non-registered” Shareholders because the Common Shares they own are not registered in their names but are instead registered in the name of the brokerage firm, bank or trust company through which they purchased the Common Shares. A person is not a registered Shareholder (a “**Non-Registered Shareholder**”) in respect of Common Shares which are held either: (a) in the name of an intermediary (an “**Intermediary**”) that the Non-Registered Shareholder deals with in respect of the Common Shares (Intermediaries include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans); or (b) in the name of a clearing agency (such as The Canadian Depository for Securities Limited), of which the Intermediary is a participant.

Non-Registered Shareholders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Corporation are referred to as “**NOBOs**”. Those Non-Registered Shareholders who have objected to their Intermediary disclosing ownership information about themselves to the Corporation are referred to as “**OBOs**”. In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*, the Corporation has elected to send the Notice, this Circular and the forms of proxy (the “**meeting materials**”) directly to the NOBOs, and indirectly through Intermediaries to the OBOs.

The Intermediaries (or their service companies) are responsible for forwarding the meeting materials to each OBO, unless the OBO has waived the right to receive them. Intermediaries will frequently use service companies to forward the meeting materials to the OBOs. Generally, an OBO who has not waived the right to receive meeting materials will either:

- (i) 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 Common Shares beneficially owned by the OBO and must be completed, but not signed, by the OBO and deposited with TSX Trust Company; or
- (ii) more typically, be given a voting instruction form (“**VIF**”) which is not signed by the Intermediary, and which, when properly completed and signed by the OBO and returned to the Intermediary or its service company, will constitute voting instructions which the Intermediary must follow.

These meeting materials are being sent to both registered Shareholders and Non-Registered Shareholders. If you are a Non-Registered Shareholder, and the Corporation or its agent has sent these materials to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding on your behalf. By choosing to send these meeting materials to you directly, the Corporation (and not the Intermediary holding on your behalf) has assumed responsibility for: (i) delivering these materials to you; and (ii) executing your proper voting instructions. Please return your voting instructions as specified in the request for voting instructions.

The meeting materials sent to NOBOs who have not waived the right to receive meeting materials are accompanied by a VIF, instead of a form of proxy. By returning the VIF in accordance with the instructions noted therein, a NOBO is able to instruct the voting of the Common Shares owned by them. VIFs, whether provided by the Corporation or by an Intermediary, should be completed and returned in accordance with the specific instructions noted on the VIF. The purpose of this procedure is to permit Non-Registered Shareholders to direct the voting of the Common Shares which they beneficially own. Should a Non-Registered Shareholder that receives a VIF wish to attend the Meeting or have someone else attend on behalf of the Non-Registered Shareholder, the Non-Registered Shareholder may simply clearly print the name of the person to attend the Meeting in the space provided for this purpose on the VIF and a legal form of proxy will be sent to the Non-Registered Shareholder which will grant the Non-Registered Shareholder's appointee the right to attend the Meeting and vote in person.

If you receive a VIF, please return your voting instructions as specified in the VIF. Non-Registered Shareholders that receive a VIF should carefully follow the instructions set out in the VIF, including those regarding when and where the VIF is to be delivered.

All references to Shareholders in this Circular and the accompanying form of proxy and Notice are to Shareholders of record on the record date unless specifically stated otherwise.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as set out herein, no (a) director or executive officer of the Corporation who has held such position at any time since the beginning of the Corporation's last financial year; (b) proposed nominee for election as a director of the Corporation; or (c) associate or affiliate of a person in (a) or (b) has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting other than the approval of the prior adoption of the restricted share unit award plan (the "**RSU Plan**") by disinterested Shareholders.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

As at the date hereof, 135,239,695 Common Shares in the capital of the Corporation are issued and outstanding. Each Common Share entitles the holder thereof to one vote on all matters to be acted upon at the Meeting. The record date for the determination of Shareholders entitled to receive notice of, and to vote at, the Meeting has been fixed at April 1, 2022. In accordance with the provisions of the *Business Corporations Act* (Ontario) (the "**OBCA**"), the Corporation will prepare a list of holders of Common Shares as of such record date. Each holder of Common Shares named in the list will be entitled to vote the Common Shares shown opposite his or her name on the list at the Meeting. All such holders of record of Common Shares are entitled either to attend and vote thereat in person the Common Shares held by them or, provided a completed and executed proxy shall have been delivered to the Corporation's transfer agent within the time specified in the attached Notice, to attend and vote thereat by proxy the Common Shares held by them.

To the knowledge of the directors and executive officers of the Corporation, as of the date hereof, no person or company beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation carrying more than 10% of the voting rights attached to any class of voting securities of the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Financial Statements

The audited annual consolidated financial statements of the Corporation for the fiscal years ended November 30, 2021 and 2020, with the report of the auditor thereon, will be presented to Shareholders for review at the Meeting. No vote by the Shareholders is required with respect to this matter.

2. Number of Directors

In accordance with the Articles of Incorporation of the Corporation and the OBCA, the Board consists of a minimum of three and a maximum of ten directors. At the Meeting, shareholders will be asked to pass an ordinary resolution to set the number of directors of the Corporation at seven. To be approved, an ordinary resolution needs to be passed by at least a majority of the votes cast by the Shareholders present in person, or represented by proxy, and entitled to vote at the Meeting.

Management recommends the approval of setting the number of directors of the Corporation at seven. The persons named in the accompanying form of proxy will, in the absence of specifications or instructions to withhold from voting on the form of proxy, vote FOR setting the number of directors of the Corporation at seven.

3. Election of Directors

At the Meeting, Shareholders will be asked to consider, and if thought appropriate, pass an ordinary resolution to re-elect Jeffrey Stevens, Terry Booth, Amanda Galbraith, Nicholas Kadysh, Michael Nederhoff, David Nutt and Janeen Stodulski (the "**Corporation Nominees**") as directors of the Corporation to hold office until the close of the next annual meeting of Shareholders or until their successors are duly elected or appointed pursuant to the articles of the Corporation, unless their offices are earlier vacated in accordance with the provisions of the OBCA or the Corporation's constating documents.

The Board unanimously recommends that the Shareholders vote their Common Shares IN FAVOUR the election of the Corporation Nominees.

Unless otherwise directed, it is the intention of the persons named in the enclosed form of proxy to vote proxies IN FAVOUR of the election of the Corporation Nominees as directors of the Corporation as set out above. If you do not specify how you want your Common Shares to be voted at the Meeting, the persons named as proxyholders in the enclosed form of proxy will cast the votes represented by your proxy at the Meeting IN FAVOUR the election of the Corporation Nominees.

Management does not contemplate that any of the Corporation Nominees will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority shall be exercised by the persons named in the accompanying proxy to vote the proxy for the election of any other person or persons in place of any Corporation Nominee or Corporation Nominees unable to serve. Each director elected will hold office until the close of the first annual general meeting of Shareholders following his election unless his office is earlier vacated in accordance with the Corporation's constating documents.

The statement as to the Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised by the nominees for election as directors hereinafter named is in each instance based upon information furnished by the person concerned and is at the date hereof:

Name and Province/State and Country of Residence	Principal Occupation or Employment	Date First Became a Director of the Corporation	Number of Common Shares Beneficially Owned or Over Which Control or Direction is Exercised, Directly or
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			Indirectly
<i>Jeffrey Stevens</i> ⁽²⁾ Ontario, Canada	Chief Executive Officer of the Corporation (May 2020 – present); President and Chief Operating Officer of Datametrex AI Limited (October 2016 – 2021); Chief Executive Officer and Chairman of Graph Blockchain Inc. (CSE: GBLC) (February 2019 – 2021);	May 5, 2020	8,008,000 ⁽²⁾
<i>Michael Nederhoff</i> ⁽¹⁾ Saskatchewan, Canada	Chief Executive Officer of Shelter Cannabis (2021 – present); President of JUUL Labs (Canada) (August 2018 – 2021); Owner of Wilro Consulting (July 2015 – present); General Manager of CytoSports Inc. (2012 – August 2018);	May 5, 2020	1,975,000
<i>Terry Booth</i> ⁽¹⁾⁽³⁾ Alberta, Canada	Chief Executive Officer of Audacious/Australis Capital Inc., (March 2021 – present); Chief Executive Office and Co-Founder of Aurora Cannabis Inc. (October 2013 – February 2020);	May 5, 2020	3,762,500 ⁽³⁾
<i>Janeen Stodulski</i> ⁽¹⁾⁽⁴⁾ Ontario, Canada	Chief Financial Officer of face Toronto (January 2021 – present); Business consultant at EMTS Cloud Consulting (October 2020 – present); Partner at MNP LLP (April 2019 – October 2020);	March 15, 2021	Nil
<i>Nicholas Kadysh</i> Ontario, Canada	Chief Executive Officer of PharmAla Biotech Holdings (“PharmaAla”) (2021 – present); Head of Corporate Affairs of JUUL Labs (Canada) (2018 – 2021); Government Affairs Leader and Senior Counsel, Public Policy for GE Canada (2017 – 2018); Director of Public Affairs for Red Bull Canada (2013 – 2017);	May 5, 2020	1,500,000
<i>David J. Nutt</i> England, United Kingdom	Edmund J Safra Professor of Neuropsychopharmacology and Head Director of the Centre for Psychedelic Research in the Division of Brain Science, Imperial College London (2009 – present).	November 16, 2020	Nil
<i>Amanda Galbraith</i> Ontario, Canada	Principal at Navigator Ltd. (January 2017 – present);	June 3, 2021	Nil

Notes:

- (1) Member of the audit committee of the Corporation (the “**Audit Committee**”).
- (2) 2,800,000 Common Shares are owned by S4 Management Group Inc. (“**S4 Management**”), a corporation wholly owned by Mr. Stevens and 5,208,000 Common Shares are owned by Mr. Stevens personally.
- (3) 3,500,000 Common Shares are owned by Lola Ventures Inc., a corporation wholly owned by Mr. Booth.
- (4) Ms. Stodulski also acts as the Chair of the Audit Committee.

Each of the foregoing individuals has held his present principal occupation or other office or position with the firm set opposite his name for the past five years, unless otherwise noted above.

Biographical Information

Mr. Jeffrey Stevens – Mr. Stevens has more than 20 years of capital markets experience and has held officer roles and directorships with several public companies. Mr. Stevens has taken three companies public, built functional and effective teams and structured multiple merger and acquisition transactions while building successful businesses.

Mr. Michael Nederhoff – Mr. Nederhoff has over 25 years of management experience, including within the retail and manufacturing sectors. He started his career in the retail space at Loblaws Companies Ltd. as a category manager. Mr. Nederhoff was the president of JUUL Labs (Canada), overseeing all

functions of the business and is currently the Chief Executive Officer of Shelter Cannabis. In 2004, he helped launch Red Bull energy drink in the Canadian market, leading commercial operations for the business. He was also General Manager at CytoSport, a sports nutrition company and maker of Muscle MILK. Mr. Nederhoff is an advisor to companies in different sectors and specializes in scaling companies in restricted categories.

Mr. Terry Booth – Mr. Booth is a global cannabis industry pioneer and the co-founder of Aurora Cannabis Inc. An entrepreneur and business leader, Mr. Booth has served as President and Chief Executive Officer of six other highly successful businesses, including several of Canada's top 50 fastest-growing companies.

Ms. Janeen Stodulski – Ms. Stodulski is a Master of Arts graduate of Brock University. Ms. Stodulski received her Chartered Professional Accountant designation in 1999 and her Master of Business Administration from Queen's University in 2002 and completed in-depth taxation courses with CPA Canada in 2018. She has more than 30 years of diverse tax, financial, and business consulting experience. Her diverse accounting and technology background allows her to provide outside-the-box strategies and solutions for clients. With love for technology, she focuses on end-to-end solutions for clients encompassing cloud technology and solutions for all aspects of businesses and provides technology solutions and offers end-to-end outsourcing for accounting needs.

Mr. Nicholas Kadysh – With over a decade of experience as a Public Affairs and Regulatory expert, Mr. Kadysh is the founder and Chief Executive Officer of PharmAla, a Toronto-based Life Sciences company focused on the manufacturing and development of MDMA and MDXX-class molecules. Prior to launching PharmAla in 2020, Mr. Kadysh led government relations and regulatory departments for several large corporations, including acting as Head of Corporate Affairs for JUUL Labs (Canada), Government Affairs & Public Policy Leader for General Electric Canada and Director of Public Affairs for Red Bull Canada.

Mr. Kadysh gained a deep understanding of government as a campaign and legislative staff member in multiple levels of government prior to joining the corporate sector, most recently directing the Outreach department of the Office of the Leader of the Opposition at Queen's Park in Toronto. He has also worked as a policy advisor at the Parliament of Canada. Mr. Kadysh is trilingual (English, French & Russian) and is a graduate of Queen's University. He is active in non-profit and community initiatives in Toronto, including fundraising for Toronto East General Hospital and as a member of the board for Yonge-Dundas Square.

Professor David Nutt – Professor Nutt is a psychiatrist at the Edmond J. Safra Professor of Neuropsychopharmacology in the Division of Brain Science, Imperial College London. He was previously President of the European Brain Council, British Association of Psychopharmacology, British Neuroscience Association and European College of Neuropsychopharmacology. Professor Nutt currently sits as the Chair of the Scientific Advisory Board for COMPASS Pathways and Chair of the Scientific Advisory Board for AWAKN Life Sciences. He is also a member of the Medical Advisory Board of Opiant and sits on the board of Lundbeck Institute Campus.

Ms. Amanda Galbraith – Ms. Galbraith is one of Canada's foremost crisis communications and public affairs experts. Ms. Galbraith is currently a Principal at Navigator, Canada's leading high stakes public affairs firm, where she provides strategic counsel to private, public, and not-for-profit organizations, including those in the health, pharmaceutical, retail, finance and technology sectors. Over the past 20 years, Ms. Galbraith has held senior communications roles with the Prime Minister of Canada and Mayor of Toronto and has also worked as a journalist. A regular media contributor, Ms. Galbraith is also the host of Free For All Friday, a weekly national radio show in the iHeartRadio talk network.

Corporate Cease Trade Orders or Bankruptcies

Except as set out herein, none of the Corporation Nominees are as of the date hereof, or within 10 years prior to the date hereof were a director, chief executive officer or chief financial officer of any company (including the Corporation), that: (i) were subject to a cease trade order, an order similar to a cease trade

order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days (collectively, an “**Order**”) that was issued while a Corporation Nominee was acting in the capacity as director, chief executive officer or chief financial officer, or (ii) were subject to an Order that that was issued after the Corporation Nominee ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Jeffrey Stevens was a director of Greatbanks Resources Ltd. (currently Goldhills Holding Ltd.) from July 10, 2015 to April 24, 2017, which was subject to a cease trade order on December 11, 2015, for failure to file the required financial statements and management’s discussion and analysis. The cease trade order was revoked on March 21, 2016, after the company completed the required filings.

None of the Corporation Nominees are as of the date hereof, or have been within the 10 years prior to the date hereof, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

None of the Corporation Nominees (or any personal holding companies of the Corporation Nominees) has, within 10 years before the date hereof, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of a Corporation Nominee.

Penalties or Sanctions

None of the Corporation Nominees (including any personal holding companies of the Corporation Nominees) have been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or have entered into a settlement agreement with a securities regulatory authority, or (ii) 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 Corporation Nominee.

Management recommends voting for the election of the persons identified above. The persons designated as proxyholders by management of the Corporation in the Proxy which accompanies this Circular intend to vote FOR the election of the nominees as directors of the Corporation whose names are set forth above, unless the Shareholder has specified in the proxy that the Common Shares represented by such proxy are to be withheld from voting in respect thereof.

4. Appointment of Auditors

Effective January 17, 2020, BDO Canada LLP, (“**BDO**”) resigned as the auditors for the Corporation and Clearhouse LLP (“**Clearhouse**”) was appointed as the new auditors of the Corporation. BDO was the auditor of the Corporation since July 18, 2011. Since their appointment, Clearhouse has continued as the Corporation’s auditor.

At the Meeting, the Shareholders will be asked to consider and, if thought advisable, to pass, with or without variation, an ordinary resolution to appoint Clearhouse to serve as the auditor of the Corporation until the close of the next annual general meeting of Shareholders and to authorize the Board to set the auditor’s remuneration. To be approved, an ordinary resolution needs to be passed by at least a majority of the votes cast by the Shareholders present in person, or represented by proxy, and entitled to vote at the Meeting.

The Board unanimously recommends that Shareholders vote their Common Shares **FOR** the re-appointment of Clearhouse as auditors of the Corporation and to authorize the Board to fix their remuneration.

The persons named in the accompanying form of proxy will, in the absence of specifications or instructions to withhold from voting on the form of proxy, vote **FOR** the re-appointment of Clearhouse as the auditors of the Corporation, to hold office until the next annual general meeting of Shareholders and to authorize the Board to fix such auditor's remuneration.

5. Approval of RSU Plan

On January 24, 2022, the Board approved the adoption of the RSU Plan which provides for the grant of restricted share units ("**RSUs**") to certain eligible persons in accordance with the terms and conditions of the RSU Plan. At the Meeting, Shareholders will be asked to consider, and if thought advisable, to pass, an ordinary resolution of disinterested Shareholders (the "**RSU Plan Resolution**") ratifying, confirming and approving the prior adoption of the RSU Plan. In order to be effective, the RSU Plan Resolution must be approved, with or without variation, by the affirmative vote of at least a simple majority of the votes cast by disinterested Shareholders present virtually or represented by proxy and entitled to vote at the Meeting. The material terms of the RSU Plan are summarized below, but are qualified by the entirety of the RSU Plan, a copy of which is attached hereto as Schedule "D".

Summary of the RSU Plan

The principal features of the RSU Plan are summarized below:

Purpose

The purpose of the RSU Plan is promote the interests and long-term success of the Corporation by: (i) furnishing certain directors, officers, employees and consultants of the Corporation with greater incentive to develop and promote the business and financial success of the Corporation; (ii) aligning the interests of persons to whom RSUs may be granted with those of Shareholders generally through a proprietary ownership interest in the Corporation; and (iii) assisting the Corporation in attracting, retaining and motivating its directors, officers, and employees.

Eligibility

RSU grants may be made under the RSU Plan to directors, officers, employees, and consultants of the Corporation or of any affiliate of the Corporation (each an "**Eligible Person**"), excluding individuals or consultants engaging in Investor Relations Activities (as such term is defined in the policies of the Canadian Securities Exchange ("**CSE**")). Any Eligible Person shall be designated a participant for the purposes of the RSU Plan (a "**Participant**"). The Corporation and a Participant shall be required to confirm that any Eligible Person that is an employee is a *bona fide* employee of the Corporation or its affiliates for the purposes of participating in the RSU Plan. In determining whether an Eligible Person shall receive an RSU and the terms thereof, the Board or a committee of the Board may take into account the nature of the services rendered by the Eligible Person, his or her present and potential contributions to the success of the Corporation, and such other relevant factors.

Administration

The RSU Plan will be administered by the Board, which at any time may appoint a committee of the Board (the "**Compensation Committee**") to, among other things, interpret, administer and implement the RSU Plan on behalf of the Board. The Compensation Committee is authorized, subject to the provisions of the RSU Plan, to establish such rules and regulations as it deems necessary for the proper administration of the RSU Plan, and to make determinations and take such other action in connection with or in relation to the RSU Plan as it deems necessary or advisable.

Common Shares Available for Awards

The maximum number of Common Shares that may be issuable pursuant to RSU Plan may not exceed in the aggregate, that number of Common Shares which is equal to 10% of the issued and outstanding Common Shares as at the effective date of the RSU Plan, being 13,058,969 Common Shares as of January 24, 2022. The number of Common Shares covered by a grant of RSUs will be counted on the date of grant of such RSUs against the aggregate number of Common Shares available under the RSU Plan. Fractional RSUs are permitted under the RSU Plan.

Grant of Awards

The Compensation Committee may from time-to-time grant to any Eligible Person one or more RSUs as the Compensation Committee deems appropriate, provided that:

- (a) the number of Common Shares reserved for issuance to any Participant combined with all of the Corporation's other security-based arrangements within any one-year period shall not, in aggregate, exceed 5% of the total number of Common Shares, or in the case of consultants, 2% of the issued and outstanding Common Shares to each consultant in any one year period, unless disinterested shareholder approval is obtained for such issuances;
- (b) the number of Common Shares reserved for issuance to any one Participant within any one-year period shall not, in aggregate, exceed 1% of the total number of Common Shares, unless disinterested shareholder approval is obtained for such issuance;
- (c) the maximum number of Common Shares which may be reserved for issuance to a related group of persons, together with any other security-based compensation agreements, may not exceed 10% of the issued and outstanding Common Shares at any given time;
- (d) the number of Common Shares (i) issuable, at any time, to Participants that are insiders; and (i) issued to Participants that are Insiders (as such term is defined in the RSU Plan) within any one-year period when combined with all of the Corporation's other security-based compensation arrangements that provide for the issuance from treasury or potential issuance from treasury of Common Shares shall not, in aggregate, exceed 5% of the total number of Common Shares at any given time; and
- (e) the number of Common Shares reserved for issuance to Participants that are Insiders pursuant to the RSU Plan within any one-year period shall not, in aggregate, exceed 2% of the total number of Common Shares, unless disinterested shareholder approval is obtained for such issuances.

Each RSU grant will be evidenced by an Award Agreement (as such term is defined in the RSU Plan) which incorporates such terms and conditions, including all vesting conditions, as the Compensation Committee in its discretion deems appropriate and consistent with the provisions of the RSU Plan.

Termination of Services

Upon the termination of a Participant's employment (as determined under criteria established by the Compensation Committee), including by way of death, retirement, disability, termination without cause and termination for cause during the term of an RSU, all unvested RSUs held by the Participant shall be forfeited and cancelled; provided, however, that the Compensation Committee may, if it determines that a waiver would be in the best interest of the Corporation, waive in whole or in part any or all remaining restrictions or conditions with respect to any such RSU grant.

Vesting

RSUs granted pursuant to the RSU Plan will vest, and the corresponding Common Shares will be issued, no later than December 15 of the third calendar year following the end of the Service Year (as defined herein) in respect of each such RSU grant. For the purposes of this paragraph: (i) where an RSU is granted within the first half of a calendar year, the “**Service Year**” in respect of such RSU shall be the immediately preceding year; and (ii) where an RSU is granted within the second half of a calendar year, the “**Service Year**” in respect of such RSU shall be the year of grant.

Each vested, whole RSU granted is payable in Common Shares and confers on the holder thereof the right to receive one Common Share from treasury immediately upon the completion of certain conditions during such periods as the Compensation Committee may establish. The conditions to be completed during any period, the length of any period, the amount of any RSUs granted, the number of Common Shares receivable pursuant to any RSU and any other terms and conditions of the RSU are to be determined by the Compensation Committee at the time of grant.

Amendments to the RSU Plan

The following amendments to the RSU Plan will require the prior approval of the CSE and disinterested shareholder approval:

- (a) increasing the maximum number of Common Shares reserved for issuance under the RSU Plan;
- (b) extending the term of an RSU beyond its original expiry time; or
- (c) any amendment that results in a modification to the section of the RSU Plan that deals with the maximum number of Common Shares available for issuance under the RSU Plan.

The Compensation Committee may make any other amendment to the RSU Plan not set out above, including the following:

- (a) amendments of a clerical or housekeeping nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms;
- (b) amendments to reflect any requirements of any regulatory authorities to which the Corporation is subject, including the CSE;
- (c) amendments to any vesting provisions of an RSU, provided that such amendments shall not extend vesting beyond December 15 of the third calendar year following the end of the Service Year in respect of such RSU; and
- (d) amendments to the expiration date of an RSU that does not extend the term of an RSU past the original date of expiration for such RSU.

Adjustments

In the event of any share distribution, share split, combination or exchange of shares, merger, consolidation, spin-off or other distribution of the Corporation’s assets to the Shareholders, or any other change affecting the Common Shares, the outstanding RSUs shall be adjusted in such manner, if any, as the Compensation Committee may in its discretion deem appropriate to reflect the event, provided that no amount will be paid to a Participant and no additional RSUs will be granted to such Participant to compensate for a downward fluctuation in the market price of the Common Shares, nor will any other form of benefit be conferred upon, or in respect of a Participant for such purpose.

In the event of a Merger and Acquisition Transaction (as such term is defined the RSU Plan), the Compensation Committee will determine any adjustment to the number and type of Common Shares (or other securities) that shall thereafter underlie the then outstanding, and any future, RSUs and determine the manner in which all unvested RSUs granted will be treated including, without limitation, requiring the acceleration of the time for the vesting of such RSUs by the Participants, the time for the fulfilment of any conditions or restrictions on such vesting, and the time for the expiry of such RSUs. Notwithstanding anything to the contrary in the RSU Plan, any unvested RSUs issued to a Participant at the time of a Merger and Acquisition Transaction shall immediately vest if either (i) the Participant is either terminated without cause or resigns with good reason (as such term has been defined under common law, including any reason that would be considered to amount to constructive dismissal by a court of competent jurisdiction) from their position with the Corporation within the period ending 12 months from the date of the completion of the Merger and Acquisition Transaction, or (ii) the Compensation Committee, acting reasonably, determines that an adjustment to the number and type of Common Shares (or other securities) resulting from a Merger and Acquisition Transaction is impractical or impossible.

Withholding Tax

Each Participant in the RSU Plan is responsible for all applicable withholding taxes in respect the issuance, transfer, amendment or vesting of an RSU or the issuance of Common Shares thereunder in order to satisfy any applicable withholding taxes, the Corporation is entitled to, among other things, withhold or offset such amounts from any salary or other amounts otherwise due or to become due from the Corporation to the Participant, or may require that a Participant pay such amounts to the Corporation.

RSUs non-Transferable

Each RSU granted is non-transferrable or assignable except to (i) an executor or administrator for the estate of the Participant upon the death of the Participant, or (ii) a committee or duly appointed attorney of the Participant, upon the Participant becoming incapable, by reason of physical or mental infirmity, of managing his or her affairs. A change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which the RSU was granted to such Participant will not result in the termination of the RSU granted to such Participant provided that such Participant remains an Eligible Person.

RSU Plan Resolution

At the Meeting, disinterested Shareholders will be asked to consider, and if thought advisable, to ratify, confirm and approve the RSU Plan Resolution, as follows:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the restricted share unit award plan (the “**RSU Plan**”) of the Corporation all as more particularly described and set forth in the management information circular of the Corporation dated April 1, 2022 is hereby ratified, approved, confirmed and adopted;
2. the effective date of the RSU Plan shall be January 24, 2022 (the “**Effective Date**”);
3. subject to all required regulatory approvals, including the approval of the Canadian Securities Exchange, if required, and shareholder approval, the RSU Plan be approved, and that the RSU Plan be forthwith adopted and implemented by the Corporation, with such further deletions, additions and other amendments as are required by any securities regulatory authority or which are not substantive in nature and the Chief Executive Officer of the Corporation deems necessary or desirable;
4. the Compensation Committee of the Board of Directors of the Corporation (the “**Board**”) (or such other committee the Board may appoint), be and is hereby appointed to administer and implement the RSU Plan and such appointment to be effective until revoked by resolution of the

Board;

5. the number of common shares of the Corporation (the “**Common Shares**”) issuable pursuant to the RSU Plan is hereby set at 10% of the aggregate number of Common Shares issued and outstanding as at the Effective Date, subject to any limitations imposed by applicable regulations, laws, rules and policies;
6. the Compensation Committee of the Board (or such other committee the Board may appoint) be and is hereby authorized and directed to execute on behalf of the Corporation, the form of restricted share unit (“**RSU**”) agreement attached as a Schedule to the RSU Plan, providing for the grant of RSUs to eligible persons under the RSU Plan;
7. the Corporation is hereby authorized to allot and issue as fully paid and non-assessable that number of Common Shares specified in the RSU agreement; and that any two authorized persons of the Corporation be authorized to execute such treasury order or treasury orders as may be necessary to effect the said issuance of Common Shares; and
8. any one or more director or officer of the Corporation is hereby authorized, for and on behalf and in the name of Corporation, to execute and deliver, whether under corporate seal of Corporation or otherwise all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things, as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

The Board unanimously recommends that disinterested Shareholders vote their Common Shares FOR the RSU Plan Resolution.

UNLESS OTHERWISE DIRECTED IN A PROPERLY COMPLETED FORM OF PROXY, IT IS THE INTENTION OF INDIVIDUALS NAMED IN THE ENCLOSED FORM OF PROXY TO VOTE FOR THE RSU PLAN RESOLUTION. IF YOU DO NOT SPECIFY HOW YOU WANT YOUR COMMON SHARES VOTED AT THE MEETING, THE PERSONS NAMED AS PROXYHOLDERS IN THE ENCLOSED FORM OF PROXY WILL CAST THE VOTES REPRESENTED BY YOUR PROXY AT THE MEETING FOR THE RSU PLAN RESOLUTION.

6. Ratification and Confirmation of Amendment to By-Law No. 1

On April 1, 2022, the Board approved the adoption of By-Law No. 1-A in the form set out in Schedule “E” attached to this Circular, amending the Corporation’s By-Law No. 1, to allow shareholder meetings by telephonic and electronic means (the “**Amended By-Law**”).

The Amended By-Law amends the Corporation’s By-Law No. 1 to allow for Shareholder meetings to be held by telephonic or electronic means, allowing for a Shareholder, who attends through a telephonic and/or electronic means to vote at the meeting and be deemed for the purposes of the OBCA to be present at the Meeting.

Pursuant to the provisions of the OBCA the Amended By-Law is effective from the date the Board approved it, until it is confirmed or rejected by Shareholders. Accordingly, the Amended By-Law will cease to be effective unless ratified and confirmed by a resolution passed by a simple majority of the votes cast by Shareholders at the Meeting. At the Meeting, Shareholders will be asked to consider, and if deemed advisable, approve a resolution confirming By-Law No. 1-A, amending By-Law No. 1 in the following form:

BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. by-law number 1-A of the Corporation (“**By-law No. 1-A**”) amending By-Law No. 1 of the

Name and Principal Position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Officer	2020	64,625 ⁽³⁾	N/A	N/A	N/A	N/A	N/A	2,000 ⁽⁵⁾	66,625
	2019	18,000 ⁽³⁾	N/A	N/A	N/A	N/A	N/A	N/A	18,000

Notes:

- (1) Jeffrey Stevens, through S4 Management, previously entered into a consulting agreement with the Corporation for a monthly remuneration of \$8,000 in consideration of his Chief Executive Officer services provided to the Corporation. Effective October 1, 2020, his remuneration was adjusted to \$12,000 per month. During the year ended November 30, 2021, S4 Management charged \$76,000 (2020 – \$64,000) for consulting services provided to the Corporation, which are included in management salaries and consulting fees. Effective May 1, 2021, the Corporation and Mr. Stevens entered into an executive agreement which superseded his consulting agreement, pursuant to the executive agreement the Corporation pays Mr. Stevens an annual base salary of \$240,000 for his Chief Executive Officer services. During the year ended November 30, 2021, the Corporation recorded management salaries of \$140,000 in relation to the Chief Executive Officer's employment compensation.
- (2) On July 13, 2020, the Corporation granted 7,312,000 stock options ("Option") to various directors, officers and consultants with an exercise price of \$0.10 and an expiry date of July 13, 2025, of which Mr. Stevens received 1,500,000 Options. The Options vested three months from the date of grant and were measured at fair value at the date of grant using the Black-Scholes valuation model with the following assumptions: expected volatility of 100% based on the estimated volatility for the psychedelic industry, expected dividend yield of 0%, risk-free interest rate of 0.36% and an expected life of 5 years.
- (3) Keith Li is employed through Branson Corporate Services Ltd. ("Branson"), which is party to a management services agreement, providing for Chief Financial Officer services to the Corporation, as well as other accounting and administrative services.
- (4) In 2020, Mr. Li received from the Corporation a cash bonus of \$2,000, respectively.

On April 2, 2019, the Corporation entered into a management services agreement with Branson, for providing Chief Financial Officer services to the Corporation, as well as other accounting and administrative services for a monthly fee of \$4,500.

On March 1, 2020, the Corporation entered into a subsequent agreement with Branson, to provide Chief Financial Officer, controllership, bookkeeping, administrative, and general and back-office services for a monthly fee of \$5,000. Keith Li, the current Chief Financial Officer of the Corporation, is employed by Branson and is compensated by Branson.

On April 26, 2021, the Corporation entered into a further amendment with Branson, to amend the monthly fee to \$7,500, for provision of the above noted services.

Executive Compensation-Related Fees/All Other Fees

No fees were paid to any consultant or advisor (or any of their affiliates) during the fiscal year ended November 30, 2021 for services related to determining compensation for any of the Corporation's directors and executive officers. Fees were billed for other services by a consultant or advisor (or any of their affiliates) during such period.

Incentive Plan Awards

The following tables provide information regarding the incentive plan awards for each Named Executive Officer outstanding as of November 30, 2021:

Outstanding Share-Based Awards and Option-Based Awards

Name	Option-based Awards				Share-based Awards		
	Number of Common Shares underlying	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money Options	Number of shares or units of shares that	Market or payout value of share awards that have not	Market or payout value of vested share-based awards

	unexercised Options (#)			(\$) ⁽¹⁾	have not vested (#)	vested (\$)	not paid out or distributed (\$)
Jeffrey Stevens	1,500,000	0.10	July 13, 2025	67,500	Nil	Nil	Nil
Keith Li	Nil	N/A	N/A	N/A	N/A	N/A	N/A

Note:

(1) Aggregate dollar amount of in-the-money unexercised Options held as at November 30, 2021. This figure is computed based on the difference between the market value of the Common Shares on the CSE as at November 30, 2021 and the exercise price of the Option. The closing price of the Common Shares on the CSE on November 30, 2021 was \$0.145.

Incentive Plan Awards – Value Vested or Earned During the Year

Name	Option-based awards – Value vested during the year (\$)	Share-based awards – Value vested (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Jeffrey Stevens	Nil	Nil	Nil
Keith Li	Nil	Nil	Nil

Compensation Discussion and Analysis

The Corporation's approach to executive compensation has been to align management's interests with those of the Shareholders. The Corporation has attempted to do so by encouraging shareholdings in the Corporation rather than paying its Named Executive Officers meaningful cash compensation. Given the stage of the Corporation's development, the Corporation has taken the approach that the amount of cash compensation paid to the Named Executive Officers should not be a strain on the Corporation's finances and, accordingly, has emphasized Option awards and more recently, RSU awards. On the other hand, the Corporation believes that some cash compensation should be paid to the Named Executive Officers for the substantial amount of time that they dedicate to managing the Corporation's affairs.

The Board as a whole determines the compensation for directors and officers. The Board establishes and reviews the Corporation's overall compensation philosophy and its general compensation policies with respect to executive officers, including the broad-based corporate goals and objectives. The Board evaluates each officer's performance in light of these goals and objectives, including, among other things, the development and execution of appropriate programs and appropriate controls of the Corporation's financial activities and, based on its evaluation, determines and approves the salary, bonus, Options, RSUs, and other benefits for such officers. In determining compensation matters, the Board may consider a number of factors, including the Corporation's performance, the value of similar incentive awards to officers performing similar functions at comparable companies, the awards given in past years and other factors it considers relevant. The current overall objective of the Corporation's compensation strategy is to reward management for their efforts, while seeking to conserve cash given current market conditions. With respect to any bonuses or incentive plan grants which may be awarded to executive officers in the future, the Corporation has not currently set any objective criteria and will instead rely upon any recommendations and discussion at the Board level with respect to the above-noted considerations and any other matters which the Board may consider relevant on a going-forward basis, including the cash position of the Corporation.

The Board considers the implications of the risks associated with the Corporation's compensation policies and practices. The Board does not currently consider the Corporation's compensation policies and practices, which focus on limited cash compensation and standard Option and RSU plans, to pose significant risk to the Corporation.

The Corporation does not have any specific restrictions on the Named Executive Officers or the directors of the Corporation purchasing financial instruments, including, for greater certainty, prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the Named Executive Officers or directors of the Corporation. However, the Corporation is of the view that the nature of its affairs does not lend itself to the purchase of these instruments.

Existing Options and/or RSUs held by the Named Executive Officers, if any, at the time of subsequent Option and/or RSUs grants are taken into consideration in determining the quantum or terms of any such subsequent Option and/or RSU grants. Options and RSUs have in the past been granted to directors, management, employees and certain service providers as long-term incentives to align the individual's interests with those of the Corporation. The size of the Option and/or RSU awards is in proportion to the deemed ability of the individual to make an impact on the Corporation's success.

It is anticipated that the Corporation's approach to executive and director compensation will be re-evaluated in the future as the Corporation proceeds with the assumption of the business of the Corporation. At this time no definitive changes have been adopted by the Board.

Stock option plan and other incentive plans

Option Plan

On June 30, 2020, the Shareholders approved a "rolling" 10% stock option plan (the "**Option Plan**").

The material terms of the Option Plan are summarized below, but are qualified by the entirety of the Option Plan, a copy of which is attached hereto as Schedule "C".

The purpose of the Option Plan is to advance the interests of the Corporation by encouraging the directors, officers, employees, management company employees and consultants of the Corporation, and of its subsidiaries and affiliates, if any, to acquire Common Shares, thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs. The Option Plan provides that, subject to the requirements of the CSE, the aggregate number of securities reserved for issuance will be up to 10% of the number of the Common Shares issued and outstanding from time to time. The Option Plan is administered by the Board, which has full and final authority with respect to granting Options thereunder.

Options may be granted under the Option Plan to such service provider of the Corporation and its affiliates, if any, as the Board may from time to time designate. The exercise price of Options grants will be determined by the Board, will not be less than the closing market price of the Common Shares on the CSE less allowable discounts at the time of grant. The Option Plan provides that the number of Common Shares that may be reserved for issuance to any one individual upon exercise of all Options held by such individual may not exceed 5% of the issued Common Shares. All Options granted under the Option Plan will expire not later than the date that is ten years from the date that such Options are granted. Options terminate earlier as follows: (i) immediately in the event of dismissal with cause; (ii) 90 days from the date of termination other than for cause; (iii) one year from the date of death or disability. Options granted under the Option Plan are not transferable or assignable other than by will or other testamentary instrument or pursuant to the laws of succession.

As of the date hereof, the Corporation has 135,239,695 Common Shares issued and outstanding. This means that a total of 13,523,969 Options are currently available to be granted pursuant to the Option Plan. As of the date of this Circular, 12,875,000 Options had been granted pursuant to the Option Plan and 648,969 Options are still available to be granted.

RSU Plan

On January 24, 2022, the Board approved the adoption of the RSU Plan which provides for the grant of RSUs to certain eligible persons in accordance with the terms and conditions of the RSU Plan. As the RSU Plan was adopted subsequent to the year end, no RSUs were granted during the year ended November 30, 2021. At the Meeting, the Corporation will seek disinterested Shareholder approval for the prior adoption of the RSU Plan. The full text of the RSU Plan is attached hereto as Schedule "D" and a summary of the RSU Plan can be found under the heading "*5. Approval of RS Plan – Summary of the RSU Plan*".

Pension Plan Benefits

The Corporation does not have a pension plan or provide any benefits following or in connection with retirement.

Termination and Change of Control Benefits

Neither the Corporation or any of its subsidiaries has any plan or arrangement with respect to compensation to its executive officers which would result from the resignation, retirement or any other termination of employment of the executive officers' employment with the Corporation and its subsidiaries or from a change of control of the Corporation or any subsidiary of the Corporation or a change in the executive officers' responsibilities following a change in control.

Director Compensation

No fees were paid to the directors of the Corporation for their services in their capacity as directors for the financial year ended November 30, 2021. The Corporation has no arrangements pursuant to which directors are compensated for their services in their capacity as directors, including fees for attending meetings of the Board or any committee thereof, though they are eligible to participate in the Corporation's Option and RSU programs. Directors may also be compensated for services provided to the Corporation as consultants or experts on the same basis and at the same rate as would be payable if such services were provided by a third party, arm's length service provider. During the financial year ended November 30, 2021, such services were provided to the Corporation by Messrs. Nederhoff, Kadysh and Nutt.

The following table provides a summary of all annual and long-term compensation for services rendered in all capacities to the Corporation during the financial year ended November 30, 2021, in respect of the individuals who were, during the fiscal year, directors of the Corporation other than the Named Executive Officers:

Name	Fees Earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Michael Nederhoff	2,500	Nil	Nil	N/A	N/A	N/A	2,500
Nicholas Kadysh	54,800	Nil	Nil	N/A	N/A	N/A	54,800
Terry Booth	Nil	Nil	Nil	N/A	N/A	N/A	Nil
David Nutt	9,557	Nil	38,415	N/A	N/A	N/A	47,972
Amanda Galbraith	Nil	Nil	128,130	N/A	N/A	N/A	128,130
Janeen Studulski	Nil	Nil	144,905	N/A	N/A	N/A	144,905

Outstanding Share-Based Awards and Option-Based Awards

The following table provides information regarding the incentive plan awards for each director outstanding as of November 30, 2021:

Outstanding Share Awards and Options Awards

Name	Option-based Awards				Share-based Awards		
	Number of Securities underlying unexercised Options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money Options (\$ ⁽¹⁾)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Michael Nederhoff	750,000	0.10	July 13, 2025	33,750	N/A	N/A	N/A
Nicholas Kadysh	375,000	0.10	July 13, 2025	16,875	N/A	N/A	N/A
Terry Booth	750,000	0.10	July 13, 2025	33,750	N/A	N/A	N/A

David Nutt	750,000	0.145	November 13, 2025	Nil	N/A	N/A	N/A
Janeen Stodulski	500,000	0.39	March 15, 2026	Nil	N/A	N/A	N/A
Amanda Galbraith	750,000	0.23	June 30, 2026	Nil	N/A	N/A	N/A

Note:

- (1) Aggregate dollar amount of unexercised Options held as at November 30, 2021. This figure is computed based on the difference between the market value of the Common Shares on the CSE as at November 30, 2021 and the exercise price of the Option. The closing price of the Common Shares on the CSE as of November 30, 2021 was \$0.145.

The following table provides information regarding the value vested or earned on incentive plan awards for each director during the year ended November 30, 2021:

Incentive Plan Awards – Value Vested During or Earned During the Year

Name	Option awards – Value vested during the year (\$)	Share awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Michael Nederhoff	Nil ⁽¹⁾	Nil	Nil
Nicholas Kadysh	Nil ⁽¹⁾	Nil	Nil
David Nutt	341,250 ⁽²⁾	Nil	Nil
Amanda Galbraith	Nil ⁽³⁾	Nil	Nil
Janeen Stodulski	Nil ⁽⁴⁾	Nil	Nil

Notes:

- (1) Aggregate dollar value that would have been realized if the Options had been exercised on the vesting date (computed based on the difference between the market price of the Common Shares and the exercise price of the Options on the vesting date). The Options granted on July 13, 2020 vested three months from the date of grant on October 13, 2020, and are exercisable for a period of five years until July 13, 2025.
- (2) Aggregate dollar value that would have been realized if the Options had been exercised on the vesting date (computed based on the difference between the market price of the Common Shares and the exercise price of the Options on the vesting date). The Options granted on November 13, 2020 vested three months from the date of grant, and are exercisable for a period of five years until November 13, 2025. The closing price of the Common Shares on the CSE on February 13, 2021 was \$0.60.
- (3) Aggregate dollar value that would have been realized if the Options had been exercised on the vesting date (computed based on the difference between the market price of the Common Shares and the exercise price of the Options on the vesting date). The Options granted on March 15, 2021 vested three months from the date of grant, and are exercisable for a period of five years until March 15, 2026. The closing price of the Common Shares on the CSE on June 15, 2021 was \$0.30.
- (4) Aggregate dollar value that would have been realized if the Options had been exercised on the vesting date (computed based on the difference between the market price of the Common Shares and the exercise price of the Options on the vesting date). The Options granted on June 30, 2021 vested three months from the date of grant, and are exercisable for a period of five years until June 30, 2026. The closing price of the Common Shares on the CSE on September 30, 2021 was \$0.15.

Securities Authorized for Issuance under Equity Compensation Plans

Set out below is information as of November 30, 2021 with respect to compensation plans under which equity securities of the Corporation are authorized for issuance:

Plan Category	Number of securities 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 securityholders	12,875,000	0.18	1,683,969
Equity compensation plans not approved by securityholders	24,806,365	0.41	24,806,365
Total	37,681,365		26,490,334

Indebtedness of Directors and Executive Officers

As of the date hereof, no current executive officer, director or employee or former executive officer, director or employee of the Corporation or of any of its subsidiaries is indebted to the Corporation or any of its subsidiaries or any other entity where the indebtedness was the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Corporation or any of its subsidiaries.

Corporate Governance Practices

The Corporation and Board recognize the importance of corporate governance to the effective management of the Corporation and to the protection of its employees and Shareholders. The Corporation's approach to significant issues of corporate governance is designed with a view to ensuring that the business and affairs of the Corporation are effectively managed so as to enhance Shareholder value. The Board fulfills its mandate directly at regularly scheduled meetings or as required. Frequency of meetings may be increased, and the nature of the agenda items may be changed depending upon the state of the Corporation's affairs and in light of opportunities or risks which the Corporation faces. The directors are kept informed of the Corporation's operations at these meetings as well as through reports and discussions with management on matters within their particular areas of expertise.

Schedule "A" hereto sets out the corporate governance practices of the Corporation in accordance with National Instrument 58-101 – *Disclosure of Corporate Governance Guidelines / Form 58-101F2 – Corporate Governance Disclosure (Venture Issuers)*.

Audit Committee

Under *National Instrument 52-110 – Audit Committee ("NI 52-110")*, the Corporation is required to include in this Circular the disclosure with respect to the Audit Committee, including the composition of the Audit Committee, the text of the Audit Committee charter, attached hereto as Schedule "B", and the fees paid to the external auditor.

Composition of the Audit Committee

The following are the current members of the Audit Committee:

Name	Independence⁽¹⁾	Financial Literacy⁽²⁾
Janeen Stodulski ⁽³⁾	Independent	Financially Literate
Terry Booth	Independent	Financially Literate
Michael Nederhoff	Independent	Financially Literate

Notes:

- (1) Pursuant to NI 52-110, an audit committee member is independent if he or she has no direct or indirect "**material relationship**" (as such term is defined in NI 52-110) with the issuer.
- (2) Pursuant to NI 52-110, an individual is financially literate if he or she has 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 issuer's financial statements.
- (3) Ms. Stodulski serves as chair of the Audit Committee.

Relevant Education and Experience

Set out below is a description of the education and experience of each audit committee member that is relevant to the performance of his responsibilities as an audit committee member.

Ms. Janeen Stodulski – Ms. Stodulski is an MA graduate of Brock University, and she received her CPA designation in 1999 and her MBA from Queen's University in 2002, In-Depth taxation with CPA Canada, 2018. She has more than 30 years of diverse tax, financial, and business consulting experience.

Mr. Terry Booth – Mr. Booth is the co-founder and former Chief Executive Officer of Aurora Cannabis Inc. Prior to co-founding Aurora Cannabis Inc., Mr. Booth had been in the industrial permitting and governmental regulatory sector for over 20 years. Mr. Booth has served as President and/or Chief Executive Officer of six other highly successful businesses.

Mr. Michael Nederhoff – Mr. Nederhoff has over 25 years of experience within the consumer-packaged goods sector and was the president of JUUL Labs (Canada). Mr. Nederhoff is a graduate of the University of Saskatchewan and holds a Bachelor of Commerce degree, as well as a mini-Master of Business Administration from the University of Calgary. Mr. Nederhoff has a finance degree and has completed

supplemental finance classes from Harvard, as well as corporate governance classes at Ryerson University.

Audit Committee Oversight

At no time since the commencement of the Corporation's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Corporation's most recently completed financial year, and since the commencement of the preceding financial year, the Corporation has not relied on any exemptions. As a "venture issuer", the Corporation is exempt from the requirements of Part 3 (*Composition of Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110. Although exempt, the Corporation complies with the requirements of Part 3 (*Composition of Audit Committee*).

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as described in Schedule "B" attached hereto.

External Auditor Service Fees (By Category)

The aggregate fees billed by the Corporation's external auditors during the financial years ended November 30, 2021 and 2020 were as follows:

Financial Year Ended November 30	Audit Fees⁽¹⁾	Audit-Related Fees⁽²⁾	Tax Fees⁽³⁾	All Other Fees⁽⁴⁾
2021	\$37,000	\$1,000	\$2,000	Nil
2020	\$20,000	\$8,500	\$1,500	\$2,500

Notes:

- (1) "Audit Fees" include fees necessary to perform the annual audit and quarterly reviews of the Corporation's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) "Audit-Related Fees" include services that are traditionally performed by the auditor. These audit-related services include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.
- (3) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees." This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) "All Other Fees" include all other non-audit services.

Interest of Informed Persons in Material Transactions

Other than as described in this Circular, to the best of the knowledge of the directors and executive officers of the Corporation, since the commencement of the Corporation's last completed financial year and the commencement of the preceding financial year, no "informed person" (as such term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of the Corporation, any Corporation Nominee, or any associate or affiliate of an informed person, has or had any material interest, direct or indirect, in any transaction or any proposed transaction that has materially affected or will materially affect the Corporation or any of its subsidiaries.

Additional Information

Additional information relating to the Corporation is available at www.sedar.com. Shareholders may obtain additional copies of the Corporation's financial statements and management's discussion and

analysis by written request addressed to: Psyched Wellness Ltd., Attention: Chief Financial Officer, 2905 – 77 King Street West, Toronto, Ontario, M5K 1A2 or by email (info@psychedwellness.com). Financial information regarding the Corporation is provided in its financial statements and management's discussion and analysis for the financial year ended November 30, 2021.

Directors' Approval

The contents of this Circular and the sending thereof have been approved by the Board.

DATED at Toronto, Ontario this 1st day of April 2022.

BY ORDER OF THE BOARD

"/s/" Michael Nederhoff

Michael Nederhoff
Chairman

SCHEDULE "A"

PSYCHED WELLNESS LTD.

(THE "CORPORATION")

CORPORATE GOVERNANCE DISCLOSURE

Corporate governance relates to the activities of the board of directors of the Corporation (the "**Board**"), the members of which are elected by and are accountable to the shareholders and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Corporation. The Board is committed to sound corporate governance practices which are both in the interest of its shareholders and contribute to effective and efficient decision making.

National Policy – 58-201 *Corporate Governance Guidelines* ("**NP 58-201**") establishes corporate governance guidelines that apply to public companies. The Corporation has reviewed its own corporate governance practices in light of these guidelines. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* ("**NI 58-101**") mandates disclosure of corporate governance practices in Form 58-101F2, which disclosure is set out in this Schedule "A".

1. Board

To facilitate the Board functioning independently of management, the following structures and processes are in place:

- (a) there are no members of management on the Board, other than the Chief Executive Officer of the Corporation;
- (b) when appropriate, members of management, including the Chief Executive Officer, are not present for the discussion and determination of certain matters at meetings of the Board; and
- (c) under the by-laws of the Corporation, any two directors may call a meeting of the Board.

The Board is currently composed of seven directors: Jeffrey Stevens, Terry Booth, Amanda Galbraith, Nicholas Kadysh, Michael Nederhoff, David Nutt and Janeen Stodulski. All of whom are current directors of the Corporation and are being nominated for re-election at the Meeting.

Terry Booth, Amanda Galbraith, Michael Nederhoff, David Nutt and Janeen Stodulski are independent directors as they do not have a direct or indirect material relationship with the Corporation, are independent of management and are free from any direct or indirect interest and business relationship with the Corporation.

Jeffrey Stevens is not an independent director as he is the Chief Executive Officer of the Corporation and as such is involved in the management and the day-to-day operations of the Corporation. Nicholas Kadysh is paid as a consultant and has a direct material relationship with the Corporation is not independent within the meaning of NI 58-101.

SCHEDULE "B"

PSYCHED WELLNESS LTD.

(THE "CORPORATION")

AUDIT COMMITTEE CHARTER

A. PURPOSE

The overall purpose of the audit committee (the "**Committee**") of the board of directors of the Corporation (the "**Board**") is to ensure that management of the Corporation has designed and implemented an effective system of internal financial controls, to review and report on the integrity of the financial statements of the Corporation and to review the Corporation's compliance with regulatory and statutory requirements as they relate to financial statements, taxation matters and disclosures of material facts.

B. AUTHORITY

- (1) The Committee is appointed by the Board pursuant to the provisions of the *Business Corporations Act* (Ontario), the Corporation's by-laws and applicable securities regulatory rules and policies.
- (2) Primary responsibility for the Corporation's financial reporting, accounting and internal controls is vested in senior management of the Corporation and is overseen by the Committee. The Committee is a standing committee of the Board and has the powers inherent in such appointment as a committee of the Board. The Committee is established to discharge and fulfill the roles, duties and obligations set out herein.
- (3) The Committee may engage independent counsel and other advisors as it determines necessary to carry out its roles, duties and obligations. The Committee shall set the compensation for any advisors so engaged, to be paid by the Corporation.
- (4) The Committee shall have access to such officers and employees of the Corporation and to the Corporation's external auditors, and to such information respecting the Corporation, as it considers to be necessary or advisable in order to perform its roles, duties and responsibilities.
- (5) The Committee shall have direct communication channels with the internal auditors (if any) and the external auditors to discuss and review specific issues as appropriate. The Corporation will require that its external auditors report directly to the Committee.
- (6) This charter sets out the Committee's mandates, roles, duties and responsibilities. The Committee will (a) report annually to the Board on the Committee's undertakings in respect of those mandates, roles, duties and responsibilities and how the Committee has discharged them, and (b) review the Committee's charter annually and propose recommended changes to the Board.

C. COMPOSITION, PROCEDURES AND ORGANIZATION

- (1) The Committee shall consist of at least three members of the Board, two of whom shall be "independent", as that term is defined in National Instrument 52-110 – *Audit Committees* ("**NI 52-110**").
- (2) All of the members of the Audit Committee shall be "financially literate", as that term is defined in NI 52-110 (i.e., able to read and understand a balance sheet, an income statement and a cash flow statement that present a breadth and level of complexity of accounting issues that are

- (d) review the appropriateness of the policies and procedures used in the preparation of the Corporation's financial statements and other required disclosure documents and consider recommendations for any material change to such policies;
 - (e) review and report on the integrity of the Corporation's financial statements;
 - (f) review the minutes of any audit committee meeting of subsidiary companies;
 - (g) review with management, the external auditors and if necessary, with legal counsel any litigation, claim or other contingency, including tax assessments that could have a material effect upon the financial position or operating results of the Corporation and the manner in which such matters have been disclosed in the financial statements;
 - (h) review the Corporation's compliance with regulatory and statutory requirements as they relate to financial statements, MD&A, tax matters and disclosure of material facts; and
 - (i) develop a calendar of activities to be undertaken by the Committee for each ensuing year and to submit the calendar in the appropriate format to the Board following each annual general meeting of shareholders.
- (5) Acknowledging that the Corporation is required to make certain public disclosures under applicable securities laws, the Committee will (without in any way limiting the generality of the foregoing matters set forth in this charter):
- (a) *General:* review the Corporation's financial statements, MD&A, and annual and interim earnings press releases before the Corporation publicly discloses this information;
 - (b) *Annual Information Form / Proxy Circular:* review the disclosures required under NI 52-110 for inclusion in the Corporation's annual information form or proxy-related materials sent to shareholders, as applicable;
 - (c) *Annual Financial Information:* prior to the Corporation's filing with applicable securities regulatory authorities or sending it to the shareholders, review and consider for approval the annual audited financial statements, annual MD&A, any letter to shareholders, and related press releases, and if approved, recommend the approval of such financial information to the Board, after discussing matters such as the selection of accounting policies (and changes thereto), major accounting judgments, accruals and estimates with management and the external auditors;
 - (d) *Annual Report:* review the MD&A section and all other relevant section to the annual report to ensure consistency of all financial information included in the annual report;
 - (e) *Interim Financial Information:* prior to the Corporation's filing with applicable securities regulatory authorities or sending it to the shareholders, review and consider for approval, the quarterly interim financial statements, interim MD&A, any letter to shareholders, and related press releases, and, if approved, recommend the approval of such financial information to the Board; and
 - (f) *Earnings Guidance / Forecasts:* review forecasted financial information and forward-looking statements prior to any public dissemination of same.
- (6) The Committee shall establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls or auditing matters and the confidential, anonymous submission by employees of the Corporation (or its subsidiary entities) of concerns regarding questionable accounting or auditing matters.

SCHEDULE "C"
PSYCHED WELLNESS LTD.
STOCK OPTION PLAN

(see attached.)

DUNCAN PARK HOLDINGS CORPORATION
(the "Company")

Incentive Stock Option Plan

May 2020

1. PURPOSE OF THE PLAN

1.1 Purpose of Plan. This Incentive Stock Option Plan has been established by the Company for the following purposes:

- (a) to promote the commitment of employees, directors, officers and consultants to the Company;
- (b) to reward employees, directors, officers and consultants for past loyalty and accomplishments;
- (c) to focus employees, directors, officers and consultants on increasing the overall value of the Company for the benefit of the Company and its shareholders; and
- (d) to reduce compensation and benefits demands on the Company from employees, directors, officers and consultants.

2. DEFINED TERMS

2.1 **Definitions.** Where used in this Plan, the following terms shall have the following meanings:

"Board" means the board of directors of the Company, or any committee of the board of directors to which the duties of the board of directors hereunder are delegated.

"Business Day" means any day on which the Company's bank is ordinarily open for business in the City of Toronto, Ontario, provided such day is not a Saturday or Sunday.

"Company" means Duncan Park Holdings Corporation and includes any successor corporation thereto.

"Consultant" means an individual, other than an employee or an executive of the Company, that: (a) is engaged to provide consulting, technical, management, professional or other bona fide services to the Company or to an affiliate of the Company, under a written contract or retainer agreement between the Company or the affiliate and the individual, or a company of which the individual consultant is an employee and shareholder; and (b) spends or will spend significant amount of time and attention on the affairs and business of the Company or an affiliate of the Company in the reasonable opinion of the Board.

"**Date of Grant**" means the date of approval of a Grant of Options in accordance with the terms of the Plan.

"**Director**" means an individual who is a director of the Company.

"**Earliest Exercise Date**" means the earliest date on which a Participant can exercise an Option, as set out in the Grant.

"**Eligible Person**" means all full-time employees of the Company and its affiliates, all Consultants to the Company and its affiliates, and all Directors of the Company and its affiliates.

"**Exchange**" means the Canadian Securities Exchange or any other stock exchange on which the Shares are listed.

"**Exercise Price**" means the price per share at which Shares may be purchased upon exercise of the Option, as it may be adjusted from time to time in accordance with the provisions of the Plan.

"**Expiry Date**" means the latest date on which a Participant can exercise an Option, as set out in the Grant.

"**Grant**" means a written grant of an Option by the Company to an Eligible Person issued in accordance with the Plan, in the form attached hereto as Schedule "A".

"**Market Price**" means the closing trading price of the Shares on the Exchange on the day immediately preceding the relevant date.

"**Option**" means a right granted under the Plan to an Eligible Person to purchase Shares in accordance with the Plan.

"**Optioned Shares**" means the Shares into which Options granted to an Eligible Person may be exercised, as set out in the Grant.

"**Participant**" means an Eligible Person to whom an Option has been granted in accordance with the terms of the Plan.

"**Plan**" means this Duncan Park Holdings Corporation Incentive Stock Option Plan, as set out herein, and as it may be amended or varied from time to time.

"**Policies**" means such policies approved by the Board from time to time with respect to the Optioned Shares and the Plan.

"**Share Option Pool**" means the aggregate number of Shares reserved by the Company for issuance under this Plan, which will not exceed ten percent (10%) of the number of issued shares of the Company at the time of the granting of options under the Plan.

"**Shares**" means the common shares of the Company, as currently constituted, or, in the event of an adjustment contemplated hereunder, such other shares or securities to which a Participant may be entitled upon the exercise of an Option as a result of such adjustment.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Vesting Requirements**" means any conditions precedent that must be satisfied before a Participant may exercise an Option granted pursuant to the Plan, which conditions may include criteria related to the performance of the Company, the performance of the Participant, completion of a triggering event, or such other criteria as the Board in its discretion may deem appropriate.

3. ESTABLISHMENT AND ADMINISTRATION OF THE PLAN

3.1 **Plan Established.** The Company hereby establishes the Plan in accordance with the terms set out herein and any resolution passed by the Board in respect hereto.

3.2 **Name of Plan.** The Plan shall be known as the Duncan Park Holdings Corporation Incentive Stock Option Plan.

3.3 **Administrator of Plan.** The Plan shall be administered by the Board in its discretion, but subject to the terms and conditions of this Plan. Any reference in this Plan to an action taken or to be taken by the Company, or a decision made or to be made by the Company, shall mean an action or decision made by or under the authority of the Board or any person or committee that has been designated for that purpose by the Board as confirmed by resolution of the Board.

3.4 **Amendment of Plan.** The Board may in its discretion amend or discontinue the Plan at any time, provided, however, that no such amendment may alter or impair any Option previously granted to a Participant under the Plan (or any Shares issued upon the exercise of such Option) without the consent of the Participant, other than where such amendment is required by applicable law or the rules of the Exchange.

3.5 **Term of Plan.** The Plan shall commence immediately upon approval of the Plan by the Board, and shall terminate by resolution of the Board; provided that no such termination shall amend, suspend or terminate any Option previously granted to a Participant under the Plan (or any Shares issued upon the exercise of such Option) without the consent of the Participant.

3.6 **Policies.** The Board may, in its discretion, prepare and issue Policies to guide it in administering the Plan and granting Options, provided such Policies shall not be binding upon the Board or limit its discretion, but shall be documents of general guidance only. The Board may amend, vary, suspend or terminate the Policies from time to time in its absolute discretion, provided that no such amendment, variance, suspension or termination shall amend, suspend or terminate any Option previously granted to a Participant under the Plan (or any Shares issued upon the exercise of such Option) without the consent of the Participant.

3.7 **Powers of the Board.** In addition to the other powers of the Board set out in this Plan, the Board shall have the power, where consistent with the general purpose and intent of the Plan and subject to the specific provisions of the Plan:

- (a) to interpret and construe the Plan and to determine all questions arising out of the Plan and any Option granted pursuant to the Plan, and any such interpretation, construction or termination made by the Board shall be final, binding and conclusive for all purposes;
- (b) to determine which Eligible Person, if any, is to receive Options,
- (c) to grant Options;
- (d) to determine the number of Optioned Shares into which each Option may be exercised;
- (e) to determine the Exercise Price;
- (f) to determine the time or times when Options will be granted and exercisable;
- (g) to determine if the Shares that are subject to an Option will be subject to any restrictions upon the exercise of such Option; and
- (h) to prescribe the form of the instruments relating to the grant, exercise and other terms of Options.

4. SHARES SUBJECT TO PLAN

4.1 **Shares.** Options may be granted in respect of authorized and unissued Shares out of the Share Option Pool. Shares in respect of which Options are cancelled, terminated or not exercised prior to expiry shall be available for issuance out of the Share Option Pool pursuant to subsequent Options under the Plan. No fractional shares may be purchased or issued under the Plan.

4.2 **No Obligation to Grant Options.** The Company is in no way bound or committed to grant Options equal to the maximum number of Shares which may be issued pursuant to the Plan.

5. ELIGIBILITY, GRANT AND TERMS OF OPTIONS

5.1 **Grant to Eligible Persons Only.** An Option may be granted only to an Eligible Person.

5.2 **Options Non-Assignable.** An Option is personal to the Participant and is non-assignable.

5.3 **Grant of Options.** From time to time, the Company may grant an Option to an Eligible Person to acquire Shares in accordance with the Plan. In granting such Option, the Company shall designate:

- (a) the number of Optioned Shares that the Participant may purchase under the Option;
- (b) the Earliest Exercise Date on which the Option may be exercised;

- (c) the Expiry Date after which the Option may not be exercised.
- (d) the Exercise Price at which the Participant may purchase Shares upon the exercise of the Option;
- (e) any Vesting Requirements that must be satisfied before a Participant may exercise the Option;
- (f) the latest date by which any Vesting Requirements must be satisfied; and
- (g) any other terms, conditions and provisions relating to such Option as determined by the Board in its discretion.

5.4 **Exercise Price.** The Exercise Price at which a Participant may purchase Optioned Shares upon the exercise of an Option granted pursuant to the Plan shall in no circumstances be lower than the greater of the closing market prices of the underlying securities on (a) the trading day prior to the date of grant of the Option; and (b) the date of grant of the Option.

5.5 **Expiry Date.** The Expiry Date on Options granted shall not be longer than ten (10) years, provided that such Expiry Date may be extended by resolution of the Board. Notwithstanding the foregoing, in the event that the Expiry Date fall within, or within two (2) days of, a trading blackout period imposed by the Company (the "**Blackout Period**"), the Expiry Date shall be automatically extended to the 10th business day following the end of the Blackout Period.

5.6 **Determination of Vesting Requirements.** Subject to the terms of the Plan, the Company shall in its sole discretion determine whether and when the Vesting Requirements have been satisfied and any decision of the Company in this regard shall be final and binding.

6. EXERCISE OF OPTIONS

6.1 **Exercise of Options.** Subject to the provisions of the Plan and the provisions of the Grant, an Option may be exercised by the Participant (subject to the other requirements set out in this Plan) only on or after the Earliest Exercise Date and only if all Vesting Requirements have been satisfied prior to the deadline for the completion of such Vesting Requirements as set out in the Grant.

6.2 **Number of Optioned Shares for which Option Exercised.** Unless the Company shall otherwise agree in writing:

- (a) the maximum number of Optioned Shares that the Participant may purchase under the Option during each calendar year of the Company or part thereof shall be as set out in the Grant; and
- (b) if the number of Optioned Shares purchased under the Option during any calendar year of the Company or part thereof is less than the maximum number which could have been purchased under the Option during such calendar year of the Company or part thereof, the difference shall be carried forward and added to the maximum number of Optioned Shares that may be purchased under the Option in

the immediately following calendar year of the Company, and so on from time to time.

6.3 Participant May Delay Exercising Options: A Participant shall not be required to exercise an Option on the Earliest Exercise Date or at any time prior to the Expiry Date, and shall not be penalized for failing to exercise an Option; provided that all Options are subject to the provisions of the Grant of such Options and this Plan and may terminate or otherwise expire if not exercised prior to the deadlines therein set out.

6.4 Exercise of Options. Unless the Grant of an option provides otherwise, the exercise of an Option under the Plan shall be made by delivery to the Company at its registered office of a written notice of exercise, addressed to the Company, specifying the number of Optioned Shares with respect to which the Option is being exercised, and accompanied by a certified cheque or bank draft payable to the Company representing payment in full of the aggregate Exercise Price for the Optioned Shares in respect to which the Option is exercised. As of the day on which the Company receives notice of the exercise of an Option by a Participant, the Participant shall be entitled to be entered on the share register of the Company as the holder of the number of Shares in respect to which the Option is exercised and for which full payment of the aggregate Exercise Price has been made and a certificate or certificates for such Shares shall be issued and delivered to the Participant by the Company within a reasonable time following the receipt by the Company of such notice and payment.

6.5 Shares Held in RRSPs. The Company shall permit Participants to direct that their Shares be held by the Participant's Registered Retirement Savings Plan, provided:

- (a) it is otherwise permitted by law; and
- (b) all regulatory requirements applicable to such holding are satisfied as to form and substance.

7. TERMINATION OF UNEXERCISED OPTIONS

7.1 General. For all Participants, unless the Grant provides otherwise or the Company otherwise agrees in writing, all unexercised Options and all Grants shall automatically terminate and expire on the Expiry Date thereof and may not thereafter be exercised by the Participant.

7.2 Death. For all Participants, all unexercised Options and all Grants shall terminate and expire one year after the death of the Participant, provided that during such one year period the Participant's estate shall be entitled to exercise all Options for which all applicable Vesting Requirements have been satisfied as set out in the relevant Grant, or in respect to which all applicable Vesting Requirements will have been satisfied, as set out in the relevant Grant, within such one year period after the death of the Participant.

7.3 Disability. For all Participants, upon the mental or physical disability of the Participant such that the Participant cannot continue to perform his or her then current functions with the Company, as determined by the Company in its absolute discretion, on written notice to the Participant, all unexercised Options and all Grants shall terminate and expire one year after the date of such notice, provided that during such one year period the Participant shall be entitled to

exercise all Options for which all applicable Vesting Requirements have been satisfied as set out in the relevant Grant, or in respect to which all applicable Vesting Requirements will have been satisfied, as set out in the relevant Grant, within such one year period after the date of the notice.

7.4 Retirement. For all Participants, all unexercised Options and all Grants shall immediately terminate and expire as of the effective date of the resignation or retirement of the Participant from the Company employment (or such other date as Board or a committee thereof may determine).

7.5 Termination for Cause. If the employment of a Participant is terminated by the Company or its affiliate for cause, all unexercised Options and all Grants shall immediately terminate and expire as of the effective date of termination of the Participant's employment.

7.6 Termination without Cause. If the employment of a Participant is terminated by the Company or its affiliate without cause, and such termination is not the result of the death, disability, retirement or resignation of the Participant (in which case the provisions above shall apply), all unexercised Options and all Grants shall terminate and expire ninety (90) days after the effective date of termination of the Participant's employment (or such other date as Board or a committee thereof may determine), provided that the effective date of termination of the Participant's employment shall be the last day on which the Participant has full-time employment responsibilities with the Company or an affiliate (regardless of any severance payment made by the Company, any payment in lieu of notice made by the Company, or any notice period determined by a court, arbitrator or tribunal in the event that the employer and the employee cannot agree on the length of the relevant notice period to which such Participant is entitled).

7.7 Directors. For those Participants who are Directors, and unless the Grant of Options states otherwise, all unexercised Options and all Grants shall immediately terminate and expire as of the effective date of the removal from office of such Director (or such other date as Board or a committee thereof may determine), except in the case of the death of a Director, in which case the provisions of section 7.2 shall apply.

7.8 Consultants. For those Participants who are Consultants, all unexercised Options and all Grants shall immediately terminate and expire as follows:

- (a) if the Consultant shall commit a material breach or default pursuant to the contract for services between the Consultant and the Company, on the later of: (i) the date of commission of such material breach or default; and (ii) the date upon which the Company learns of the material breach or default;
- (b) if the Consultant's contract is terminated by either the Company or the Consultant without cause, on the effective date of the notice of termination as issued by the Company or the Consultant, as the case may be; or
- (c) if the contract for services between the Consultant and the Company is terminated by the Consultant by virtue of a material breach or default committed by the Company, on the issuance of a notice of termination of such contract by the Consultant, without prejudice to any claim of the Consultant for damages as

against the Company for breach of contract including damages for loss of any unexercised Options.

7.9 **Insolvency.** For all Participants, all unexercised Options and all Grants shall immediately expire and terminate immediately upon the Participant being adjudged bankrupt, making an assignment in bankruptcy, making an assignment for the general benefit of the Participant's creditors, commencing proceedings under the *Companies' Creditors Arrangement Act*, or having all of its assets or the Options or any Shares seized by any creditor or anyone on behalf of any creditor including any sheriff, bailiff or other officer of any court.

7.10 **Impossibility of Vesting Requirements.** For all Participants, all unexercised Options and all Grants shall immediately expire and terminate as of the date upon which it becomes impossible for the Participant to satisfy the Vesting Requirements, as determined by the Company acting in good faith and without the requirement for prior written notice.

7.11 **Change of Duties.** Options shall not be affected by any change of employment of the Participant or by the Participant ceasing to be a Director, officer or employee, where the Participant otherwise continues to be an Eligible Person.

8. TRANSFER OF OPTIONS

8.1 **Transfer of Options.** Options are personal to the Participant and are not transferable or assignable in any way for any reason. No Participant shall transfer, assign, hypothecate, mortgage, charge, grant a security interest in or in any other way attempt to dispose of or alienate his or her Options.

9. ANTI-DILUTION ADJUSTMENTS

9.1 **Anti-Dilution Adjustments.** Subject to sections 9.2 and 9.3 of this Plan, the number of Shares deliverable upon the exercise of an Option shall be subject to adjustment in each of the following circumstances, and such adjustments shall be cumulative:

- (a) **Subdivision.** In the event of any subdivision or subdivisions of the Shares of the Company as such Shares are constituted on the date of Grant of an Option, at any time while such Option is in effect, into a greater number of Shares, the Company shall thereafter deliver at the time of purchase of Shares pursuant to the Option, in addition to the number of Shares for which the right to purchase is then being exercised, the additional number of Shares as result from the subdivision or subdivisions without the Participant making any additional payment or giving any other consideration therefore.
- (b) **Consolidation:** In the event of any consolidation or consolidations of the Shares of the Company as Shares are constituted on the date of Grant of an Option, at any time while such Option is in effect, into a lesser number of Shares, the Company shall thereafter deliver and the Participant shall accept, at the time of purchase of Shares pursuant to the Option, in lieu of the number of Shares for which the right to purchase is then being exercised, the lesser number of Shares as result from the consolidation or consolidations.

- (c) **Change of Shares:** In the event of any change to the Shares of the Company as such Shares are constituted on the date of Grant of an Option, at any time while such Option is in effect, the Company shall thereafter deliver at the time of purchase of Shares pursuant to the Option, the number of securities of the appropriate class resulting from the change as the Participant would have been entitled to receive for the number of Shares so purchased had the Option been exercised before such change.
- (d) **Reorganization:** In the event of any capital reorganization, reclassification or change of outstanding equity shares of the Company, or in the event of any consolidation, merger or amalgamation of the Company with or into any other company, or in the event of any sale of the property of the Company as or substantially as an entity, at any time while any Option is in effect (collectively, a "reorganization"), the Participant shall thereafter have the right to purchase, instead of the Shares that previously could have been purchased upon the exercise of the Option, the kind and amount of shares and other securities and property receivable upon the reorganization which the holder of a number of Shares equal to the number of Shares that previously could have been purchased upon the exercise of the Option would have received as a result of the reorganization. A subdivision or consolidation of Shares at any time outstanding into a greater or lesser number of Shares shall be deemed not to be a reorganization for the purpose of this subsection.

9.2 **No Fractional Shares.** The Company shall not be required to issue fractional shares in satisfaction of its obligations under this Plan. Any fractional interest in a Share that would, except for the provisions of this section, be delivered upon the exercise of an Option, shall be cancelled and not be deliverable by the Company.

9.3 **No Obligation to Make Loan.** The Company shall in no way be obligated or required to loan money to a Participant to enable such Participant to exercise an Option or pay an Exercise Price to receive Shares.

10. ACCOUNTS, RECORDS, TAXES AND NOTICE

10.1 **Accounts and Records.** The Company shall maintain records of the details of each Option granted to each Participant under the Plan, including the date of Grant, the number of Shares into which each Option may be exercised, any applicable Vesting Requirements and the Exercise Price per Share. The Company shall also maintain records of each Option exercised, the number of Shares issued in respect to the exercise of each exercised Option, and the maximum number of Shares which the Participant may still purchase under the Option. Upon request from a Participant and at such other time as the Company shall determine, the Company shall furnish the Participant with a statement setting forth the details of the Participant's Options (as described above) with such other or additional information as the Company may deem appropriate. Such statement shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary is given to the Company within five (5) Business Days after such statement is given to the Participant.

10.2 Income Taxes. For certainty and notwithstanding any other provision of the Plan, the Company or any may take such steps as it considers necessary or appropriate for the deduction or withholding of any income taxes or other amounts which the Company is required by any law, or regulation of any governmental authority whatsoever, to deduct or withhold in connection with the Plan, including, without limiting the generality of the foregoing, (a) withholding of all or any portion of any amount otherwise owing to a Participant; (b) the suspension of the issue of Shares to be issued under the Plan, until such time as the Participant has paid to the Company an amount equal to any amount which the Company is required to deduct or withhold by law with respect to such taxes or other amounts; and/or (c) withholding and causing to be sold, by it as an agent on behalf of a Participant, such number of Shares as it determines to be necessary to satisfy the withholding obligation. By participating in the Plan, the Participant consents to such sale and authorizes the Company to effect the sale of such Shares on behalf of a Participant and to remit the appropriate amount to the applicable governmental authorities. The Company shall not be responsible for obtaining any particular price for the Shares nor shall the Company be required to issue any Shares under the Plan unless the Participant has made suitable arrangements with the Company to fund any withholding obligation.

10.3 Notice to Participant. Any payment, notice, statement, certificate or other instrument required or permitted to be given to a Participant or any person claiming or deriving any rights through a Participant shall be given by delivering it personally to the Participant or to the person claiming or deriving rights through the Participant, as the case may be, or by mailing it postage paid (provided that the postal service is then in operation) or delivering it to the address which is maintained for the Participant in the Company's personnel records.

10.4 Notice to the Company. Any payment, notice, statement, certificate or instrument required or permitted to be given to the Company shall be given by mailing it postage prepaid (provided that the postal service is then in operation) or delivering it to the Company at either the Company's principal place of business or the Company's registered office, marked to the attention of the Secretary of the Company.

10.5 Receipt of Notice. Any payment, notice, statement, certificate or other instrument given pursuant to sections 10.3 or 10.4, if delivered, shall be deemed to have been delivered and received on the date on which it was delivered or, if mailed (provided that the postal service is then in operation), shall be deemed to have been delivered and received on the fifth (5th) Business Day following the date on which it was mailed.

11. MISCELLANEOUS PROVISIONS

11.1 Company Decisions Final and Binding. The determination by the Company of any question which may arise as to the interpretation or implementation of the Plan or any of the Options granted hereunder shall be final and binding.

11.2 Enurement. This Plan shall enure to the benefit of and be binding upon the Company, its successors and assigns. The interest of any Participant under this Plan shall be not transferable or alienable by pledge, assignment or in any other manner whatsoever and, during the lifetime of the Participant, shall be vested only in the Participant, but shall thereafter enure to the benefit of

and be binding upon the legal personal representatives of such Participant, in the event of his or her death.

11.3 Statutory Compliance. The obligation of the Company to issue Shares in accordance with the terms of this Plan and any Option granted hereunder is subject to compliance with the laws, rules and regulations of all public and regulatory agencies and authorities applicable to the issuance and distribution of such Shares. As a condition of participating in the Plan, each Participant agrees to comply with all such laws, rules and regulations and agrees to furnish to the Company all information and undertakings as may be required to permit compliance with such laws, rules and regulations.

11.4 Rights. The holder of an Option shall not have any rights as a shareholder of the Company whatsoever with respect to any of the Shares underlying such Option, until the Participant shall have exercised such Option in accordance with the terms of the Plan and tendered full payment of the Exercise Price of the Shares in respect of which the Option is exercised.

11.5 No Guarantee of Association. Nothing in the Plan or any Option, nor the issuance of a Grant or its acceptance, shall in any way confer upon any Participant any right to continue providing services or be in the employ of the Company or any affiliate of the Company, whether as employee, Consultant, Director or otherwise, or affect in any way the right of the Company or its affiliate to terminate his or her employment or service agreement at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Company or any affiliate of the Company to extend the employment or service agreement of any Participant beyond the time that he or she would normally be retired pursuant to the provisions of any present or future retirement plan or policy of the Company or any affiliate, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment or service with the Company or its affiliate.

11.6 Confidentiality. The Participant agrees that all financial statements and other confidential Company information received by the Participant in his or her capacity as a Participant, Option holder or shareholder, shall be kept strictly confidential, and shall not be disclosed to anyone other than the Participant's professional or financial advisors who in turn shall hold this information in confidence. This obligation does not apply to information that the Company makes generally available to the public, or which comes into the public domain through no fault of the Participant. This obligation is in addition to, and not in substitution for, any obligations of confidentiality owed by a Participant to the Company by way of written agreement or otherwise.

11.7 Interpretation. The Plan will be governed by and construed in accordance with the laws in effect in the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

11.8 Compliance with Applicable Law. If any provision of the Plan or any Option contravenes any law or any order, policy, by-law or regulation of any regulatory body or stock exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

SCHEDULE "A"
to Stock Option Plan

DUNCAN PARK HOLDINGS CORPORATION

STOCK OPTION PLAN

OPTION AGREEMENT

This Option Agreement is entered into between Duncan Park Holdings Corporation (the "**Company**") and the Optionee named below pursuant to the Stock Option Plan (the "**Plan**"), and confirms that:

1. on _____, _____;
2. _____ (the "**Optionee**");
3. was granted the option to purchase _____ common shares (the "**Optioned Shares**") of the company;
4. for the price of \$ _____ per Optioned Share;
5. exercisable from time to time up but not after _____, _____, **and pursuant to section 5.3 of the Plan, subject to the following Vesting Schedule:**

[Insert Vesting Schedule];

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

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and condition of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ____ day of _____, _____.

DUNCAN PARK HOLDINGS CORPORATION

Optionee

By: _____
(Authorized Signatory)

SCHEDULE "D"
PSYCHED WELLNESS LTD.
RESTRICTED SHARE UNIT PLAN

(see attached.)

RESTRICTED SHARE UNIT AWARD PLAN

ARTICLE 1 PURPOSE OF THIS PLAN

1.1 Purpose of this Plan

The purpose of this Plan is to promote the interests and long-term success of the Corporation by:

- (a) furnishing certain directors, officers, Consultants, and employees of the Corporation or its Affiliates with greater incentive to develop and promote the business and financial success of the Corporation;
- (b) aligning the interests of persons to whom Restricted Awards may be granted with those of the shareholders of the Corporation generally through a proprietary ownership interest in the Corporation; and
- (c) assisting the Corporation in attracting, retaining and motivating its directors, officers, and employees.

The Corporation believes that these purposes may best be effected by granting Restricted Awards and affording such persons an opportunity to acquire a proprietary interest in the Corporation.

ARTICLE 2 DEFINITIONS

2.1 Definitions

In this Plan, unless there is something in the subject matter or context inconsistent therewith, capitalized words and terms will have the following meanings:

- (a) “**Affiliate**” means an affiliate as defined in the Securities Act and includes issuers that are similarly related, whether or not any of the issuers are companies, partnerships, limited partnerships, trusts, income trusts or investment trusts or any other organized entity issuing securities;
- (b) “**Applicable Withholding Taxes**” means all taxes and other source deductions or other amounts which the Corporation or an Affiliate of the Corporation is or may be required by law to withhold in respect of the Plan or in respect of a Restricted Award, including in respect of the issuance transfer, amendment or vesting of a Restricted Award or the issuance of Shares thereunder;
- (c) “**Associate**” means an associate as defined in the Securities Act;
- (d) “**Award Agreement**” means any written agreement, contract or other instrument or document evidencing any Restricted Award granted under this Plan. Each Award Agreement shall be subject to the applicable terms and conditions of this Plan and any other terms and conditions (not inconsistent with this Plan) determined by the Compensation Committee;
- (e) “**Blackout Period**” means an interval of time during which the Corporation has determined that one or more Participants may not trade any securities of the Corporation because they may be in possession of undisclosed material information pertaining to the Corporation;
- (f) “**Board**” means the board of directors of the Corporation as constituted from time to time;

- (g) **“Change in Control”** means:
- (i) any merger or amalgamation in which voting securities of the Corporation possessing more than fifty percent (50%) of the total combined voting power of the Corporation’s outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction;
 - (ii) any acquisition, directly or indirectly, by a person or Related Group of Persons (other than a person that is a registered dealer as described in Section 2.1(t)(iii) and other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation) of beneficial ownership of voting securities of the Corporation possessing more than fifty percent (50%) of the total combined voting power of the Corporation’s outstanding securities;
 - (iii) any acquisition, directly or indirectly, by a person or Related Group of Persons of the right to appoint a majority of the directors of the Corporation or otherwise directly or indirectly control the management, affairs and business of the Corporation;
 - (iv) any sale, transfer or other disposition of all or substantially all of the assets of the Corporation;
 - (v) a complete liquidation or dissolution of the Corporation; or
 - (vi) any transaction or series of transactions involving the Corporation or any of its Affiliates that the Board in its discretion deems to be a Change in Control;

provided however, that a Change in Control shall not be deemed to have occurred if such Change in Control results from:

- (i) the issuance, in connection with a bona fide financing or series of financings by the Corporation or any of its Affiliates, of voting securities of the Corporation or any of its Affiliates or any rights to acquire voting securities of the Corporation or any of its Affiliates which are convertible into voting securities;
 - (ii) a transaction or series of transactions involving the Corporation or any of its Affiliates whereby the holders of the voting securities of the Corporation continue to hold voting securities in the capital of the surviving or successor entity in substantially the same proportion as such holders held voting securities in the Corporation immediately prior to the commencement of such transaction or series of transactions; or
 - (iii) a reverse take-over of the Corporation, so long as more than one-half of the members of the Board immediately prior to the reverse take-over constitute more than one-half of the members of the board of directors of the other company involved in the reverse take-over of the Corporation following the reverse take-over.
- (h) **“Compensation Committee”** means the Compensation Committee of the Board or such other committee of the Board to which the Board has delegated responsibility for administration of the Plan or, if the Board has not made such delegation, “Compensation Committee” shall mean the Board;
- (i) **“Consultant”** means a person or company, other than an employee, executive officer or director of the Corporation, that: (i) is engaged to provide services to the Corporation, other than services provided in relation to a distribution of securities or services provided in relation to Investor Relations Activities; (ii) provides the services under a written agreement with the Corporation; and (iii) spends or will spend a significant amount of time and attention on the affairs and business

of the Corporation, and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

- (j) “**Corporation**” means Psyched Wellness Ltd. and any successor corporation and any reference herein to action by the Corporation means action by or under the authority of its Board or a duly empowered committee appointed by the Board;
- (k) “**Eligible Person**” means director, officer, employee or Consultant of the Corporation or its Affiliates, excluding individuals or Consultants engaging in Investor Relations Activities;
- (l) “**Exchange**” means the Canadian Stock Exchange, TSX Venture Exchange or such stock exchanges or other organized markets on which the Shares are listed or posted for trading;
- (m) “**Insider**” in relation to the Corporation means:
 - (i) a director or senior officer of the Corporation;
 - (ii) a director or senior officer of a company that is an Insider or subsidiary of the Corporation; or
 - (iii) a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all Outstanding Shares.
- (n) “**Investor Relations Activities**” has the meaning ascribed thereto in Canadian Stock Exchange policies;
- (o) “**Merger and Acquisition Transaction**” means:
 - (i) any merger;
 - (ii) any acquisition;
 - (iii) any amalgamation;
 - (iv) any offer for Shares which if successful would entitle the offeror to acquire all of the voting securities of the Corporation; or
 - (v) any arrangement or other scheme of reorganization; that results in a Change in Control;
- (p) “**Outstanding Shares**” at the time of any issuance of Shares means the number of Shares that are outstanding immediately prior to the issue of the Shares in question, on a non-diluted basis, or such other number as may be determined under the applicable rules and regulations of all regulatory authorities to which the Corporation is subject, including the Exchange;
- (q) “**Participant**” means an Eligible Person designated to be granted a Restricted Award under this Plan;
- (r) “**Permitted Assign**” in respect of a Participant means:
 - (i) an executor or administrator for the estate of the Participant upon the death of the Participant, or
 - (ii) a committee or duly appointed attorney of the Participant, upon the Participant becoming

incapable, by reason of physical or mental infirmity, of managing his or her affairs.

- (s) “**Plan**” means this restricted share unit award plan, as the same may from time to time be supplemented or amended and in effect;
- (t) “**Related Group of Persons**” in respect of a person means:
 - (i) the person together with any one or more of the person’s Associates or Affiliates; and
 - (ii) any two or more persons who have an agreement, commitment or understanding, whether formal or informal, with respect to:
 - (A) the acquisition of or the intention to acquire, directly or indirectly, beneficial ownership of, or control and direction over, voting securities of the Corporation; or
 - (B) the exercise of voting rights attached to the securities of the Corporation beneficially owned by such persons, or over which such persons have control and direction, on matters regarding the appointment of directors or control of the management, affairs and business of the Corporation;
 - (iii) despite the above Section 2.1(t)(ii)(A), a registered dealer acting solely in an agency capacity for a person or Related Group of Persons in connection with the acquisition of beneficial ownership of, or control and direction over, securities of the Corporation, and not executing principal transactions for its own account or performing services beyond customary dealer’s functions, shall not be deemed solely by reason of such agency relationship to be a related person for the purposes of the definition of Related Group of Persons; and
- (u) “**Restricted Award**” means restricted share unit award granted pursuant to Section 8.1, for which the form of Award Agreement is attached hereto as Schedule “A”;
- (v) “**Securities Act**” means the *Securities Act* (Ontario), as amended from time to time;
- (w) “**Shares**” means the common shares in the capital of the Corporation; and
- (x) “**Shareholder**” means a holder of Shares.

ARTICLE 3 EFFECTIVE DATE OF PLAN

- 3.1 This Plan became effective on January 24, 2022 (the “**Effective Date**”).

ARTICLE 4 ADMINISTRATION OF PLAN

- 4.1 The Board may at any time appoint a committee of the Board (the “**Compensation Committee**”) to, among other things, interpret, administer and implement this Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan (provided that if at any such time such a committee has not been appointed by the Board, this Plan will be administered by the Board, and in such event references herein to the Compensation Committee shall be construed to be a reference to the Board). The Board will take such steps that in its opinion are required to ensure that the Compensation Committee has the necessary authority to fulfil its functions under this Plan.
- 4.2 The Compensation Committee is authorized, subject to the provisions of the Plan, to establish such rules and

regulations as it deems necessary for the proper administration of the Plan, and to make determinations and take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or action made or taken pursuant to the Plan, including interpretation of the Plan, shall be final and conclusive for all purposes and binding on all parties, absent manifest error.

- 4.3 The Corporation will be responsible for all costs relating to the administration of the Plan.
- 4.4 Unless otherwise determined by the Board, the Plan shall remain an unfunded obligation of the Corporation and the rights of Participants under the Plan shall be general unsecured obligations of the Corporation.
- 4.5 The Corporation is authorized to take such steps as may be necessary to ensure all Applicable Withholding Taxes are withheld, deducted and remitted as required by law.

ARTICLE 5 SHARES AVAILABLE FOR AWARDS

- 5.1 Subject to adjustment as provided in Article 16 of this Plan, the maximum number of Shares that may be issuable pursuant to this Plan shall not exceed in the aggregate, that number of Shares which is equal to 10% of the issued and outstanding Shares of the Corporation at the Effective Date. It is anticipated that the number of authorized but unissued Shares available for issuance under the Plan on the Effective Date will be **13,058,969** Shares.
- 5.2 For purposes of Section 5.1 and subject to Section 5.3, the number of Shares covered by a Restricted Award or to which a Restricted Award relates shall be counted on the date of grant of such Restricted Award against the aggregate number of Shares available for granting Restricted Awards under this Plan.
- 5.3 If an outstanding Restricted Award for any reason expires or is terminated or cancelled without having been settled in full, the Shares shall only be available again for issuance under this Plan upon approval of the Exchange.
- 5.4 The Board will reserve for issuance from time to time out of the authorized but unissued Shares sufficient Shares to provide for issuance of all Shares which are issuable under all Restricted Awards.
- 5.5 Fractional Restricted Awards are permitted under this Plan.

ARTICLE 6 GRANT OF AWARDS

- 6.1 Subject to the provisions of this Plan, the Compensation Committee may from time to time grant to any Eligible Person one or more Restricted Awards as the Compensation Committee deems appropriate.
- 6.2 The date on which a Restricted Award will be deemed to have been granted under this Plan will be the date on which the Compensation Committee authorizes the grant of such Restricted Award or such other future date as may be specified by the Compensation Committee at the time of such authorization (including, but not limited to, the date the Award Agreement is entered into pursuant to Section 6.4).
- 6.3 The number of Shares that may be issued under any Restricted Award will be determined by the Compensation Committee, provided that:
 - (a) subject to Section 6.3(b), the number of Shares reserved for issuance to any one Participant pursuant to this Plan combined with all of the Corporation's other security based arrangements, including the Corporation's stock option plan, within any one year period shall not, in aggregate, exceed 5% of the total number of Outstanding Shares, or in the case of Consultants, 2% of the issued and outstanding Shares to each Consultant in any one year period, unless disinterested

Shareholder approval is obtained for such issuances;

- (b) the number of Shares reserved for issuance to any one Participant pursuant to this Plan within any one-year period shall not, in aggregate, exceed 1% of the total number of Outstanding Shares, unless disinterested Shareholder approval is obtained for such issuance;
- (c) the maximum number of Shares which may be reserved for issuance to a Related Group of Persons, together with any other security based compensation agreements, may not exceed 10% of the issued Shares
- (d) subject to Section 6.3(e), the number of Shares:
 - (i) issuable, at any time, to Participants that are Insiders; and
 - (ii) issued to Participants that are Insiders within any one-year period;

pursuant to this Plan, or when combined with all of the Corporation's other security-based compensation arrangements that provide for the issuance from treasury or potential issuance from treasury of Shares shall not, in aggregate, exceed 5% of the total number of Outstanding Shares;

- (e) the number of Shares reserved for issuance to Participants that are Insiders pursuant to this Plan within any one year period shall not, in aggregate, exceed 2% of the total number of Outstanding Shares, unless disinterested Shareholder approval is obtained for such issuances,

6.4 Each Restricted Award will be evidenced by an Award Agreement which incorporates such terms and conditions (including all vesting conditions) as the Compensation Committee in its discretion deems appropriate and consistent with the provisions of this Plan (and the execution and delivery by the Corporation of an Award Agreement with a Participant shall be conclusive evidence that such Award Agreement incorporates terms and conditions determined by the Compensation Committee and is consistent with the provisions of this Plan). Each Award Agreement will be executed by the Participant to whom the Restricted Award is granted and on behalf of the Corporation by any member of the Compensation Committee or any officer of the Corporation or such other person as the Compensation Committee may designate for such purpose.

6.5 Restricted Awards granted pursuant to this Plan shall vest, and the corresponding Shares shall be issued, no later than December 15 of the third calendar year following the end of the Service Year in respect of each such Restricted Award. For the purposes of this paragraph: (i) where a Restricted Award is granted within the first half of a calendar year, the "Service Year" in respect of such Restricted award shall be the immediately preceding year; and (ii) where a Restricted Award is granted within the second half of a calendar year, the "Service Year" in respect of such Restricted award shall be the year of grant.

ARTICLE 7 ELIGIBILITY

7.1 Any Eligible Person shall be eligible to be designated a Participant. The Corporation and a Participant shall confirm that any Eligible Person that is an employee is a *bona fide* employee of the Corporation or its Affiliates. In determining whether an Eligible Person shall receive a Restricted Award and the terms of any Restricted Award, the Compensation Committee may take into account the nature of the services rendered by the Eligible Person, his or her present and potential contributions to the success of the Corporation, and such other factors as the Compensation Committee, in its discretion, shall deem relevant.

ARTICLE 8 RESTRICTED AWARD GRANTS

8.1 The Compensation Committee is hereby authorized to grant Restricted Awards to an Eligible Person

subject to the terms of this Plan. Each vested, whole Restricted Award granted under this Plan shall be denominated or payable in Shares and shall confer on the holder thereof the right to receive one Share from treasury (subject to adjustment in accordance with this Plan), immediately upon the completion of certain conditions during such periods as the Compensation Committee shall establish. Subject to the terms of this Plan, the conditions to be completed during any period, the length of any period, the amount of any Restricted Award granted, the number of treasury Shares receivable pursuant to any Restricted Award and any other terms and conditions of the Restricted Award shall be determined by the Compensation Committee at the time of grant. A Restricted Award will be subject to an Award Agreement containing such terms and conditions, not inconsistent with the provisions of this Plan, as the Compensation Committee shall determine.

- 8.2 Except as otherwise determined by the Compensation Committee or as set forth in the applicable Award Agreement, upon the termination of a Participant's employment (as determined under criteria established by the Compensation Committee), including by way of death, retirement, disability, termination without cause and termination for cause during the term of a Restricted Award, all unvested Restricted Awards held by the Participant shall be forfeited and cancelled; provided, however, that the Compensation Committee may, if it determines that a waiver would be in the best interest of the Corporation, waive in whole or in part any or all remaining restrictions or conditions with respect to any such Award.

**ARTICLE 9
GENERAL TERMS OF RESTRICTED AWARDS**

- 9.1 Restricted Awards may be granted for no cash consideration.
- 9.2 Restricted Awards may, in the discretion of the Compensation Committee, be granted either alone or in addition to or in tandem with any award granted under any plan of the Corporation or any Affiliate. Restricted Awards granted in addition to or in tandem with awards granted under any such other plan of the Corporation or any Affiliate may be granted either at the same time as or at a different time from the grant of such other awards.
- 9.3 All Shares delivered pursuant to a Restricted Award shall be subject to such stop transfer orders and other restrictions as the Compensation Committee may deem advisable, applicable Canadian provincial or foreign securities laws and regulatory requirements, applicable Exchange policies and rules, and applicable Canadian corporate laws, and the Compensation Committee may direct appropriate stop transfer orders and cause other legends to be placed on the certificates for such Shares to reflect such restrictions.

**ARTICLE 10
CHANGE IN STATUS**

- 10.1 A change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which the Restricted Award was granted to such Participant will not result in the termination of the Restricted Award granted to such Participant provided that such Participant remains an Eligible Person.

**ARTICLE 11
NON-TRANSFERABILITY OF RESTRICTED AWARDS**

- 11.1 Each Award Agreement will provide that the Restricted Award granted thereunder is not transferable or assignable to anyone other than a Permitted Assign.

**ARTICLE 12
REPRESENTATIONS AND COVENANTS OF PARTICIPANTS**

- 12.1 Each Award Agreement will contain representations and covenants of the Participant that:

- (a) the Participant is a director, officer employee or Consultant of the Corporation or its Affiliates or a person otherwise determined as an Eligible Person under this Plan by the Compensation Committee;
- (b) the Participant has not been induced to enter into such Award Agreement by the expectation of employment or continued employment with the Corporation or its Affiliates; and
- (c) the Participant is aware that the grant of the Restricted Award and the issuance by the Corporation of Shares thereunder are exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Restricted Awards of the Shares to be distributed thereunder under any applicable securities laws.

**ARTICLE 13
WITHHOLDING TAX**

- 13.1 Each Participant shall be responsible for all taxes in respect of the Plan and in respect of the issuance, transfer, amendment or vesting of a Restricted Award or the issuance of Shares thereunder. The Corporation makes no guarantee to any person regarding the tax consequences of becoming a Participant in the Plan and none of the Corporation, its Affiliates or any of their respective employees or representatives shall have any liability to any Participant with respect thereto. The Corporation shall be entitled to take all reasonable and necessary steps and to obtain all reasonable or necessary indemnities, assurances, payments or undertakings to satisfy any obligation to pay or withhold an amount on account of Applicable Withholding Taxes. Without limiting the generality of the foregoing, the Corporation may for such purposes withhold or offset such amounts from any salary or other amounts otherwise due or to become due from the Corporation to the Participant or may require that a Participant pay such amounts to the Corporation.
- 13.2 Participant will be solely responsible for paying any Applicable Withholding Taxes arising from the grant, vesting or issuance or payment of underlying Shares or cash of any Restricted Award and payment is to be made in a manner satisfactory to the Corporation. Notwithstanding the foregoing, the Corporation will have the right to withhold from any Restricted Award or any Shares issuable pursuant to a Restricted Award or from any cash amounts otherwise due or to become due from the Corporation to the Participant, an amount equal to any such taxes.

**ARTICLE 14
CONDITIONS**

- 14.1 Notwithstanding any provision in this Plan, other than pursuant to an Award Agreement, the Corporation's obligation to issue Shares to a Participant pursuant to the terms of any Restricted Award will be subject to, if applicable:
- (a) completion of such registration or other qualification of such Shares or obtaining approval of such governmental authority as the Corporation will determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; and
 - (b) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Corporation or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

**ARTICLE 15
SUSPENSION, AMENDMENT OR TERMINATION OF PLAN**

- 15.1 The Compensation Committee will have the right at any time and from time to time to suspend or terminate this Plan (including, without limitation, in the event that the termination of this Plan is required by the Exchange) and, subject to Section 15.2, may:

- (a) with the prior approval of the Exchange and disinterested Shareholders of the Corporation by ordinary resolution make any amendment to any Restricted Award Agreement or this Plan, including any amendment that would:
 - (i) increase the number of Shares, or rolling maximum, reserved for issuance under this Plan as set out in Section 5.1;
 - (ii) extend the term of a Restricted Award beyond its original expiry time;
 - (iii) result in any modification to this Section 15.1; or
- (b) without the prior approval of Shareholders of the Corporation and without limiting the generality of the foregoing, the Compensation Committee may make any other amendments not listed in (a) above to any Award Agreement or this Plan, as follows:
 - (i) amendments of a clerical or housekeeping nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms;
 - (ii) amendments to reflect any requirements of any regulatory authorities to which the Corporation is subject, including the Exchange;
 - (iii) amendments to any vesting provisions of a Restricted Award, provided that such amendments shall not extend vesting beyond December 15 of the third calendar year following the end of the Service Year in respect of such Restricted Award; and
 - (iv) amendments to the expiration date of a Restricted Award that does not extend the term of a Restricted Award past the original date of expiration for such Restricted Award.

Notwithstanding the foregoing, all procedures and necessary approvals required under the applicable rules and regulations of all regulatory authorities to which the Corporation is subject shall be complied with and obtained in connection with any such suspension, termination or amendment to this Plan or amendments to any Award Agreement, including, but not limited to, the receipt of necessary approvals from disinterested Shareholders and the Exchange, if applicable, in connection with any renewals and amendments to this Plan.

- 15.2 In exercising its rights pursuant to Section 15.1, the Compensation Committee will not have the right to affect in a manner that is materially adverse to, or that materially impairs, the benefits and rights of any Participant under any Restricted Award previously granted under this Plan except: (a) with the consent of such Participant; (b) as permitted pursuant to Article 16; or (c) for the purpose of complying with the requirements of any regulatory authorities to which the Corporation is subject, including the Exchange.
- 15.3 The full powers of the Compensation Committee as provided for in this Plan will survive the termination of this Plan until all Restricted Awards have been vested in full (including the issuance of any underlying Shares) or have otherwise expired.

ARTICLE 16 ADJUSTMENTS

- 16.1 In the event of any Share distribution, Share split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution of the Corporation's assets to the Shareholders, or any other change affecting the Shares, the Restricted Awards of each Participant and the Restricted Awards outstanding under the Plan shall be adjusted in such manner, if any, as the Compensation Committee may in its discretion deem appropriate to reflect the event. However, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Restricted Awards will be granted to such Participant to compensate for a downward fluctuation in the market price of the

Shares, nor will any other form of benefit be conferred upon, or in respect of a Participant for such purpose.

- 16.2 In the event of a Merger and Acquisition Transaction or proposed Merger and Acquisition Transaction, the Compensation Committee shall determine in an appropriate and equitable manner:
- (a) any adjustment to the number and type of Shares (or other securities) that thereafter shall be made the subject of Restricted Awards; and
 - (b) the number and type of Shares (or other securities) subject to outstanding Restricted Awards; and
 - (c) determine the manner in which all unvested Restricted Awards granted under this Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such Restricted Awards by the Participants, the time for the fulfilment of any conditions or restrictions on such vesting, and the time for the expiry of such Restricted Awards.

Subsections (a) through (c) of this Section 16.2 may be utilized independently of, successively with, or in combination with each other and Section 16.1, and nothing therein contained shall be construed as limiting or affecting the ability of the Compensation Committee to deal with Restricted Awards in any other manner. All determinations by the Compensation Committee under this Article 16 will be final, binding and conclusive for all purposes.

- 16.3 Notwithstanding anything else in this Plan, any unvested Restricted Awards issued to a Participant at the time of a Merger and Acquisition Transaction shall immediately vest if either (i) the Participant is either terminated without cause or resigns with good reason (as such term has been defined under common law, including any reason that would be considered to amount to constructive dismissal by a court of competent jurisdiction) from their position with the Corporation within the period ending 12 months from the date of the completion of the Merger and Acquisition Transaction, or (ii) the Compensation Committee, acting reasonably, determines that an adjustment to the number and type of Shares (or other securities) resulting from a Merger and Acquisition Transaction is impractical or impossible. In the event this Section 16.3 is applicable, the Compensation Committee shall, acting reasonably, determine the extent to which the Participant met the conditions for vesting of Restricted Awards.
- 16.4 The grant of any Restricted Awards under this Plan will in no way affect the Corporation's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

ARTICLE 17 GENERAL

- 17.1 Nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a Shareholder of the Corporation with respect to any Shares reserved for the purpose of any Restricted Award.
- 17.2 Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant. The rights and obligations hereunder may be assigned by the Corporation to a successor in the business of the Corporation.
- 17.3 Nothing in this Plan or any Award Agreement will confer upon any Participant any right to continue in the employ of or under contract with the Corporation or its Affiliates or affect in any way the right of the Corporation or any such Affiliate to terminate his or her employment at any time or terminate his or her consulting contract, nor will anything in this Plan or any Award Agreement be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any such Affiliate to

other registration document qualifying the distribution of the Restricted Awards of the Shares to be distributed thereunder under any applicable securities laws;

8. without restricting the generality of Section 4.5 of the Plan, the Corporation is expressly authorized to withhold and remit all Applicable Withholding Taxes arising as a consequence of the issuance, transfer, amendment or vesting of a Restricted Award granted pursuant to this Agreement or the issuance of Shares thereunder, (the “**Applicable Withholding Taxes Amount**”), in any of the following ways or any combination thereof:
- (a) by requiring the Participant, as a precondition to the Corporation’s obligation to issue Shares from treasury, to pay to the Corporation in cash the Applicable Withholding Taxes Amount, to be remitted by the Corporation to the appropriate government authorities for the Participant’s account;
 - (b) by offset against any salary or other amounts otherwise due or to become due from the Corporation to the Participant and remitting such amounts to the appropriate government authorities for the Participant’s account; and
 - (c) by selling, as the Participant’s agent, sufficient of the Shares issued to the Participant in payment and settlement of the Restricted Awards to raise, net of commissions and other related expenses, cash in an amount not less than the Applicable Withholding Taxes Amount and remitting the Applicable Withholding Taxes Amount to the appropriate government authorities for the Participant’s account, and the Participant hereby irrevocably appoints the Corporation as the Participant’s agent to effect such sale or sales and receive the proceeds therefrom;

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

By signing this Agreement, the Participant acknowledges that the Participant has read and understands the Plan and agrees to the terms and conditions of the Plan and this Agreement.

IN WITNESS HEREOF the parties hereto have executed this Agreement as of the _____ day of _____, 20_____.

PSYCHED WELLNESS LTD.

By: _____
Participant

By: _____
Authorized Signatory

