

**AMENDED AND RESTATED RESTRICTED SHARE UNIT PLAN OF  
PSYENCE GROUP INC.**

**(The “Corporation”) (effective as of March 1, 2022)**

**PART 1  
GENERAL PROVISIONS**

**Establishment and Purpose**

- 1.1 The Corporation’s Restricted Share Unit (“**RSU**”) plan (in this document referred to as the “**Plan**”) was initially established by the Board (as defined below) on August 13, 2021. The Board subsequently approved this version of the RSU Plan on November 9, 2021, subject to shareholder approval. Shareholders approved of the amendments to the Plan and it became effective on December 9, 2021. The Board subsequently amended the Plan on February 16, 2022, with effect March 1, 2022.
- 1.2 The purpose of the Plan is to secure for the Corporation and its shareholders the benefits of incentive inherent in share ownership by Eligible Persons who, in the judgment of the Board, will be responsible for its future growth and success. The Board also contemplates that through the Plan, the Corporation will be better able to compete for and retain the services of the individuals needed for the continued growth and success of the Corporation.

**Definitions**

- 1.3 In this Plan:
- (a) “**Affiliate**” means any corporation that is an affiliate of the Corporation as defined in National Instrument 45-106 - *Prospectus Exemptions*, as may be amended from time to time;
  - (b) “**Applicable Law**” means all applicable federal, provincial, and foreign laws and any regulations, instruments or orders enacted thereunder, and the rules, regulations, and policies of the Exchange;
  - (c) “**Applicable Withholding Tax**” means any and all taxes and other source deductions or other amounts which the Corporation is required by Applicable Law to withhold from any amounts paid or credited to a Participant under the Plan, which the Corporation determines to withhold in order to fund remittance obligations;
  - (d) “**Award**” means an award of RSUs under this Plan represented by a Restricted Share Unit Notice;
  - (e) “**Award Payout**” means the applicable Share issuance in respect of a vested RSU pursuant and subject to the terms and conditions of this Plan and the applicable Award;
  - (f) “**Award Value**” means, with respect to any RSUs, an amount equal to the number of RSUs, as such number may be adjusted in accordance with the terms of this Plan, multiplied by the Fair Market Value of the Shares;
  - (g) “**Board**” means the board of directors of the Corporation;
  - (h) “**Business Day**” means a day upon which the Exchange is open for trading;
  - (i) “**Canadian Employee Participant**” means a Participant who (a) is resident in Canada for the purposes of the Tax Act or is otherwise subject to taxation under the Tax Act in respect of any RSU granted under this Plan, and (b) is granted a RSU in respect of, in the course of, or by virtue of such Participant’s “office or employment” within the meaning of the Tax Act;

- (j) **“Change of Control”** means:
- (i) a successful takeover bid for Shares of the Corporation; or
  - (ii) (A) any change in the beneficial ownership or control of the outstanding securities or other interests of the Corporation which results in:
    - (1) a person or group of persons “acting jointly or in concert” (within the meaning of NI 62-104); or
    - (2) an affiliate or associate of such person or group of persons;  
holding, owning or controlling, directly or indirectly, more than 50% of the outstanding voting securities or interests of the Corporation; and
  - (B) members of the Board who are members of the Board immediately prior to the earlier of such change and the first public announcement of such change ceasing to constitute a majority of the Board at any time within sixty days of such change; or
  - (iii) any person or group of persons shall succeed in having a sufficient number of its nominees elected as directors of the Corporation such that such nominees, when added to any existing directors of the Corporation, will constitute a majority of the Board;
  - (iv) the winding up of the Corporation or the sale, lease or transfer of all or substantially all of the assets to any other person or persons (other than pursuant to an internal reorganization or in circumstances where the business of the Corporation is continued and where the shareholdings or other securityholdings, as the case may be, in the continuing entity and the constitution of the board of directors or similar body of the continuing entity is such that the transaction would not be considered a “Change of Control” if paragraph 1.3(j)(ii) above was applicable to the transaction); or
  - (v) any determination by a majority of the Board that a Change of Control has occurred or is about to occur and any such determination shall be binding and conclusive for all purposes of this Plan;
- (k) **“Code”** means the U.S. Internal Revenue Code of 1986, as amended;
- (l) **“Committee”** means the Compensation Committee of the Board or other committee of the Board, consisting of not less than three directors, to whom the authority of the Board is delegated in accordance with Section 1.8 hereof;
- (m) **“Consultant”** means an individual or Consultant corporation other than an Employee or a Director of the Corporation, that (i) provides ongoing consulting, technical, management or other services to the Corporation or to an Affiliate of the Corporation; (ii) provides the services under a written contract between the Corporation or the Affiliate and the individual or the Consultant corporation; (iii) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate of the Corporation; and (iv) has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation;
- (n) **“Corporation”** means, and includes any successor corporation thereto;
- (o) **“CSE”** means the Canadian Securities Exchange;
- (p) **“Director”** means a member of the Board;

- (q) “**Eligible Person**” means any person who is an Employee, Officer, Director or a Management Company Employee or a Consultant;
- (r) “**Employee**” means an employee of the Corporation or of a Related Entity;
- (s) “**Exchange**” means such duly recognized Canadian stock exchange on which such Shares are listed and posted for trading as may be selected for such purpose by the Board;
- (t) “**Exercise Date**” means the date a Participant requests the issuance of Shares, pursuant to an Exercise Notice, issuable upon vesting of an Award and prior to the Expiry Date;
- (u) “**Exercise Notice**” means the notice respecting the issuance of Shares pursuant to vested RSU(s), substantially in the form attached to the Restricted Share Unit Notice, duly executed by the Participant;
- (v) “**Expiry Date**” means, with respect to a RSU, the earlier of the tenth anniversary of the date of the RSU grant and such earlier expiry date as may be determined by the Board, in its sole discretion, and set out in the applicable RSU Agreement;
- (w) “**Fair Market Value**” with respect to a Share, as at any date, means the volume weighted average of the prices at which the Shares traded on the Exchange (or, if the Shares are not then listed and posted for trading on the Exchange or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the majority of the trading volume and value of the Shares occurs) for the three (3) trading days on which the Shares traded on the said stock exchange immediately preceding such date. In the event that the Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith;
- (x) “**Grant Date**” means the date of grant of any RSU;
- (y) “**Insider**” means has the meaning ascribed to that term pursuant to the *Securities Act* (Ontario);
- (z) “**Investor Relations Activities**” means any activities or oral or written communications, by or on behalf of the Corporation or shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:
  - (i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:
    - (1) to promote the sale of products or services of the Corporation; or
    - (2) to raise public awareness of the Corporation;that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;
  - (ii) activities or communications necessary to comply with the requirements of:
    - (1) applicable securities laws, policies, or regulations;
    - (2) the rules, and regulations of the CSE or the by-laws, rules or other regulatory instruments of any other self-regulatory body or Exchange having jurisdiction over the Corporation; or
  - (iii) activities or communications that may be otherwise specified by the CSE;
- (aa) “**Management Company Employee**” means an individual employed by a corporation providing management services to the Corporation which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a person engaged in Investor Relations Activities;

- (bb) “**Officer**” means an individual who is an officer of the Corporation or of a Related Entity as an appointee of the Board or the board of directors of the Related Entity, as the case may be;
- (cc) “**Outside Payment Date**” in respect of a RSU, means December 31 of the calendar year in which the Expiry Date occurs;
- (dd) “**Outstanding Issue**” means the number of Shares outstanding on a non-diluted basis;
- (ee) “**Participant**” means an Eligible Person who may be granted RSUs from time to time under this Plan;
- (ff) “**Plan**” means this Restricted Share Unit Plan, as amended from time to time;
- (gg) “**Related Entity**” means a person that is controlled by the Corporation. For the purposes of this Plan, a person (first person) is considered to control another person (second person) if the first person, directly or indirectly, has the power to direct the management and policies of the second person by virtue of:
  - (i) ownership of or direction over voting securities in the second person;
  - (ii) a written agreement or indenture;
  - (iii) being the general partner or controlling the general partner of the second person; or
  - (iv) being a trustee of the second person;
- (hh) “**Restricted Share Unit Notice**” means the form of notice set out in Schedule “A”;
- (ii) “**RSU**” means a right granted under this Plan to receive the Award Payout on the terms contained in this Plan as more particularly described in Section 4.1 hereof;
- (jj) “**Securities Act**” means the *Securities Act* (Ontario), as amended from time to time;
- (kk) “**Security Based Compensation Arrangements**” means any incentive plan of the Corporation (other than this Plan), including the Corporation’s stock option plan, as well as any other (i) stock option plans for the benefit of employees, Insiders, service providers or any one of such groups; (ii) individual stock options granted to employees, service providers or Insiders if not granted pursuant to a plan previously approved by the Corporation’s security holders; (iii) stock purchase plans where the Corporation provides financial assistance or where the Corporation matches the whole or a portion of the securities being purchased; (iv) stock appreciation rights involving issuances of securities from treasury; (v) any other compensation or incentive mechanism involving the issuance or potential issuances of securities of the Corporation; and (vi) security purchases from treasury by an employee, Insider or service provider which is financially assisted by the Corporation by any means whatsoever;
- (ll) “**Share**” means a common share in the capital of the Corporation as from time to time constituted;
- (mm) “**Tax Act**” means *Income Tax Act* (Canada);
- (nn) “**Total Disability**” means, with respect to a Participant, that, solely because of disease or injury, within the meaning of the long-term disability plan of the Corporation, the Participant, is deemed by a qualified physician selected by the Corporation to be unable to work at any occupation which the Participant, is reasonably qualified to perform; and
- (oo) “**Vesting Date**” means, with respect to any RSU, the date upon which such RSU shall irrevocably vest in accordance with the terms hereof.

## Interpretation

1.4 For all purposes of this Plan, except as otherwise expressly provided or unless the context otherwise requires:

- (a) any reference to a statute shall include and shall, unless otherwise set out herein, be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which has the effect of supplementing or superseding such statute or such regulations;
- (b) the singular includes the plural and vice-versa, and a reference to any of the feminine, masculine or neuter includes the other two;
- (c) any reference to “consent” or “discretion” of any person shall be construed as meaning that such person may withhold such consent arbitrarily or grant it, if at all, on such terms as the person sees fit, and may exercise all discretion fully and in unfettered manner; and
- (d) any reference to “including” or “inclusive” shall be construed as not restricting the generality of any foregoing or other provision.

### **Effective Date**

- 1.5 The Board may, in its discretion, at any time, and from time to time, issue RSUs to Eligible Persons as it determines appropriate under this Plan.

### **Administration**

- 1.6 The Board shall have the full power to administer this Plan, including, but not limited to, the authority to:
- (a) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;
  - (b) adopt, amend, suspend, and rescind such rules and regulations for administration of this Plan as the Board may deem necessary in order to comply with the requirements of this Plan, or in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto;
  - (c) determine the individuals or companies to whom RSUs may be awarded;
  - (d) award such RSUs on such terms and conditions as it determines including, without limitation: the time or times at which RSUs may be awarded; the time or times when each RSU shall vest and the term of each RSU; whether restrictions or limitations are to be imposed on the Shares the Corporation may elect to issue in settlement of all or a portion of the Award Value of vested RSUs and the nature of such restrictions or limitations, if any; any acceleration or waiver of termination or forfeiture regarding any RSU; in each case, based on such factors as the Board may determine appropriate, in its sole discretion;
  - (e) take any and all actions permitted by this Plan; and
  - (f) make any other determinations and take such other action in connection with the administration of this Plan that it deems necessary or advisable.
- 1.7 The interpretation and construction of any provision of this Plan by the Board shall be final and conclusive. Administration of this Plan shall be the responsibility of the appropriate officers of the Corporation and all costs in respect thereof shall be paid by the Corporation.

### **Delegation to Committee**

- 1.8 All of the powers exercisable hereunder by the Board may, to the extent permitted by law and as determined by a resolution of the Board, be delegated to a Committee including, without limiting the generality of the foregoing, those referred to under Section 1.6 and all actions taken and decisions made by the Committee or by such officers in this regard will be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Eligible Person, and their legal representatives.

### **Incorporation of Terms of Plan**

- 1.9 Subject to specific variations approved by the Board all terms and conditions set out herein will be incorporated into and form part of each RSU granted under this Plan.

### **Indemnification**

- 1.10 Each member of the Board or Committee is indemnified and held harmless by the Corporation against any cost or expense (including any sum paid in settlement of a claim with the approval of the Corporation) arising out of any act or omission to act in connection with the terms hereof to the extent permitted by Applicable Law. This indemnification is in addition to any rights of indemnification a Board or Committee member may have as director or otherwise under the by-laws of the Corporation, any agreement, any vote of shareholders, or disinterested directors, or otherwise.

### **Maximum Number of Shares**

- 1.11 The aggregate number of Shares that may be reserved for issuance pursuant to awards granted under the Plan, at any time, shall not exceed 7.5% of the Shares in the capital of the Corporation issued and outstanding from time to time, subject to adjustment as provided in the Plan.
- 1.12 Any Shares subject to a RSU which has been granted under the Plan and which is cancelled or terminated in accordance with the terms of the Plan without being paid out in Shares as provided for in this Plan shall again be available under the Plan.
- (a) So long as the Corporation is subject to CSE requirements, no RSU may be issued to anyone engaged to perform Investor Relations Activities for the Corporation and in no event can an issuance of RSU, when combined with any grants made pursuant to any other Security Based Compensation Arrangement, result in:
- (i) any one person being granted such number of share-based compensation awards equaling or exceeding 5% of the issued Shares, within any 12-month period, calculated on the date a security-based compensation unit/option is granted to the person (unless the Corporation has obtained the requisite disinterested shareholder approval); and
  - (ii) any one Consultant in a 12-month period being granted such number of share-based compensation awards equaling or exceeding 2% of the issued Shares, calculated at the date the security-based compensation unit/option is granted to the Consultant.

## **PART 2 AWARDS UNDER THIS PLAN**

### **Eligibility**

- 2.1 Awards will be granted only to Eligible Persons. If any Eligible Person is (pursuant to the terms of his or her employment, engagement or otherwise) subject to a requirement that he or she not benefit personally from an Award, the Committee may (in its discretion, taking into account relevant corporate, securities and tax laws) grant any Award to which such Eligible Person would otherwise be entitled to the Eligible Person's employer or to any other entity designated by them that directly or indirectly imposes such requirement on the Eligible Person. The Committee shall have the power to determine other eligibility requirements with respect to Awards or types of Awards.

### **Limitation on Issuance of Shares to Insiders**

- 2.2 Notwithstanding anything in this Plan, unless the Corporation has first obtained the requisite disinterested shareholder approval of this Plan, the Corporation shall not issue Shares under this Plan to any Eligible Person who is an Insider of the Corporation where such issuance would result in:

- (a) the total number of Shares issuable at any time under this Plan to Insiders, or when combined with all other Shares issuable to Insiders under any Security Based Compensation Arrangements, exceeding 10% of the total number of issued and outstanding equity securities of the Corporation on a non-diluted basis; and
- (b) the total number of Shares that may be issued to Insiders during any one year period under this Plan, or when combined with all other Shares issuable to Insiders under any Security Based Compensation Arrangements, exceeding 10% of the total number of issued and outstanding equity securities of the Corporation on a non-diluted basis.

### **PART 3 RESTRICTED SHARE UNITS**

#### **Participants**

- 3.1 RSUs that may be granted hereunder to a particular Eligible Person in a calendar year will (subject to any applicable terms and conditions and the Board's discretion) represent a right to a bonus or similar payment to be received for services rendered by such Eligible Person to the Corporation or a Related Entity, as the case may be, in the Corporation's or the Related Entity's fiscal year ending in, or coincident with, such calendar year.

#### **Grant**

- 3.2 The Board may, in its discretion, at any time, and from time to time, grant RSUs to Eligible Persons as it determines is appropriate, subject to the limitations set out in this Plan, and shall be as set forth in a Restricted Share Unit Notice delivered to such Participant. In making such grants the Board may, in its sole discretion but subject to Section 3.3 hereof, in addition to any performance conditions and restrictions as the Board or the Committee may determine, impose such conditions on the vesting of the Awards as it sees fit, including imposing a vesting period on grants of RSUs.

#### **Vesting**

- 3.3 The Board or the Committee may, in its sole discretion, determine the time during which RSUs shall vest (except that no RSU, or portion thereof, may vest after the Expiry Date) and whether there shall be any other conditions or performance criteria to vesting. In the absence of any determination by the Board or the Committee to the contrary, RSUs will vest and be payable as to one third (1/3) of the total number of RSUs granted on each of the first, second and third anniversaries of the date or dates on which an award of RSUs is made to a Participant (computed in each case to the nearest whole RSU), provided that in all cases payment in satisfaction of a RSU shall occur prior to the Outside Payment Date. Notwithstanding the foregoing, the Committee may, in its sole discretion at any time or in the RSU Agreement in respect of any RSUs granted, accelerate, or provide for the acceleration of vesting in whole or in part of RSUs previously granted. The Award Value of any RSU shall be determined as of the applicable Vesting Date.

#### **Forfeiture and Cancellation Upon Expiry Date**

- 3.4 A Participant shall confirm acknowledgement of an award of RSUs made to such Participant in such form as determined by the Board from time to time (the "**RSU Agreement**"), within such time period and in such manner as specified by the Board. It is intended that an award of RSUs to Canadian Employee Participants constitutes and agreement by the Corporation to sell or issue Shares to Canadian Employees within the meaning of subsection 7(1) of the Tax Act. If acknowledgement of an award of RSUs is not confirmed by a Participant within the time specified, the Corporation reserves the right to revoke the crediting of RSUs to the Participant's Account (as defined in Section 3.6).

#### **Forfeiture and Cancellation Upon Expiry Date**

- 3.5 RSUs which do not vest and have not been issued on or before the Expiry Date of such RSU will be automatically deemed cancelled, without further act or formality and without compensation.

## **Account**

- 3.6 RSUs issued pursuant to this Plan (including fractional RSUs, computed to three digits) will be credited to a notional account maintained for each Participant by the Corporation for the purposes of facilitating the determination of amounts that may become payable hereunder (the “**Account**”). A written confirmation of the balance in each Participant’s account will be sent by the Corporation to the Participant upon request of the Participant.

## **Adjustments and Reorganizations**

- 3.7 In the event of any dividend paid in shares, share subdivision, combination or exchange of shares, merger, consolidation, spin-off, or other distribution of Corporation assets to shareholders, or any other change in the capital of the Corporation affecting Shares, the Board, in its sole and absolute discretion, will make, with respect to the number of RSUs outstanding under this Plan, any proportionate adjustments as it considers appropriate to reflect that change.

## **Notice and Acknowledgement**

- 3.8 No certificates will be issued with respect to the RSUs issued under this Plan. Each Participant will, prior to being granted any RSUs, deliver to the Corporation a signed acknowledgement substantially in the form of Schedule “A” to this Plan.

## **PART 4 PAYMENTS UNDER THE RESTRICTED SHARE UNITS**

### **Payment of RSUs**

- 4.1 Subject to the terms of this Plan and, without limitation, Section 3.3 hereof, the Corporation will settle the Award Value in respect of vested RSUs issued under this Plan and credited to the account of a Participant by issuing Shares issued from the treasury of the Corporation (net of any Applicable Withholding Tax) to such Participant, on or before the 10<sup>th</sup> Business Day following the Exercise Date but no later than the Expiry Date of such vested RSU, an Award Payout of one Share for such whole vested RSU.
- 4.2 Fractional Shares shall not be issued and where a Participant would be entitled to receive a fractional Share in respect of any fractional vested RSU, the Corporation shall pay to such Participant, in lieu of such fractional Share, cash equal to the Vesting Date value as at the Exercise Date of such fractional Share. Each Share issued by the Corporation pursuant to this Plan shall be issued as fully paid and non-assessable.

### **Credits for Dividends**

- 4.3 Within ten (10) days following the declaration and payment of dividends on the Shares, the Board may, in its absolute discretion, determine to make a cash payment to a Participant in respect of outstanding RSUs credited to the Participant’s Account (a “**Dividend Equivalent**”). Such Dividend Equivalent, if any, shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of RSUs recorded in the Participant’s Account on the record date for the payment of such dividend, by (b) the Fair Market Value per Share on the dividend record date, with fractions computed to three decimal places. Payment of any such Dividend Equivalent will be made forthwith following any such determination by the Board and in any event within thirty (30) days of such determination.

### **Award Payout**

- 4.4 Upon the vesting of RSUs, no Shares will be issued by the Corporation to the Participant, until the receipt by the Corporation of an Exercise Notice, on or before 5:00 p.m. (Toronto) on the Expiry Date.

## **Effect of Termination of Employment or Engagement, Death or Disability**

- 4.5 Upon the voluntary resignation or the termination for cause of a Participant, all of the Participant's RSUs which remain vested, but unexercised or unvested in the Participant's Account shall be forfeited without any entitlement to such Participant. If the Participant has an employment or consulting agreement with the Corporation, the term "cause" shall include any meaning given to that term in the employment or consulting agreement or, if such term is not defined in such agreement, shall mean any ground which would justify the services of the Participant to be terminated without notice or payment in lieu and/or shall have the meaning given to such term under any Applicable Law.
- 4.6 If a Participant shall die while employed or retained by the Corporation, or while an Officer or Director, the Expiry Date of any vested or unvested RSUs held by the Participant at the date of death, which have not yet been subject to an Exercise Notice and subsequent Award Payout, shall be amended to the earlier of (i) one (1) year after the date of death, and (ii) the Expiry Date of such Award, except that in the event the expiration of the Award is earlier than one (1) year after the date of death, the Expiry Date shall be up to one (1) year after the date of death as determined by the Board. Notwithstanding the foregoing, the Board, in its discretion, may resolve that up to all of the RSUs held by a Participant at the date of death which have not yet vested shall vest immediately upon death.
- 4.7 If the employment or engagement of a Participant shall terminate with the Corporation due to Total Disability while the Participant is employed or retained by the Corporation, the Expiry Date of any vested or unvested RSUs held by the Participant at the date of his or her termination due to Total Disability, which have not yet been subject to an Exercise Notice and subsequent Award Payout, shall be amended to the earlier of (i) one (1) year after the date of his or her termination due to Total Disability, and (ii) the Expiry Date of such Award, except that in the event the expiration of the Award is earlier than one (1) year after the date of his or her termination due to Total Disability, the Expiry Date shall be up to one (1) year after the date of his or her termination due to Total Disability as determined by the Board. Notwithstanding the foregoing, the Board, in its discretion, may resolve that up to all of the RSUs held by a Participant at the date of his or her termination due to Total Disability which have not yet vested shall vest immediately upon the date of Total Disability.
- 4.8 Subject to Section 4.5 hereof, if a Participant ceases to be an Eligible Person (other than as provided in Section 4.6 or 4.7), the Expiry Date of any vested or unvested RSUs held by the Participant at the date such Participant ceased to be an Eligible Person, which have not yet been subject to an Exercise Notice and subsequent Award Payout, shall be amended to the earlier of (i) one (1) year after the date such Participant ceased to be an Eligible Person, and (ii) the Expiry Date of such Award. Notwithstanding the foregoing, the Board, in its discretion, may resolve that up to all of the RSUs held by a Participant on the date the Participant ceased to be an Eligible Person which have not yet vested shall: (a) vest immediately upon such date or (b) be deemed forfeited to the Corporation.

## **Tax Matters and Applicable Withholding Tax**

- 4.9 The Corporation does not assume any responsibility for or in respect of the tax consequences of the grant to Participants of RSUs, or payments received by Participants pursuant to this Plan. The Corporation or relevant Related Entity, as applicable, is authorized to deduct any Applicable Withholding Tax, in such manner (including, without limitation, by selling Shares otherwise issuable to Participants, on such terms as the Corporation determines or the withholding by the Corporation from any cash payment otherwise due to the Participant) as it determines so as to ensure that it will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, or the remittance of tax or other obligations. The Corporation or relevant Related Entity, as applicable, may require Participants, as a condition of receiving amounts to be paid to them under this Plan, to deliver undertakings to, or indemnities in favour of, the Corporation or Related Entity, as applicable, respecting the payment by such Participant's applicable income or other taxes.

## **PART 5 MISCELLANEOUS**

### **Compliance with Applicable Laws**

- 5.1 The issuance by the Corporation of any RSUs and its obligation to make any payments hereunder is subject to compliance with all Applicable Laws. As a condition of participating in this Plan, each Participant agrees to comply with all such Applicable Laws and agrees to furnish to the Corporation all information and undertakings as may be required to permit compliance with such Applicable Laws. The Corporation will have no obligation under this Plan, or otherwise, to grant any RSU or make any payment under this Plan in violation of any applicable laws.

The Corporation intends that the Awards and payments provided for in this Plan either be exempt from Section 409A of the Code, or be provided in a manner that complies with Section 409A of the Code, and any ambiguity herein shall be interpreted so as to be consistent with the intent of this Section 5.1. In no event whatsoever shall the Corporation be liable for any additional tax, interest or penalty that may be imposed on the any person by Section 409A of the Code or damages for failing to comply with Section 409A. Notwithstanding anything contained herein to the contrary, all payments under this Plan to paid or provided at the time of a termination of employment or service will be paid at a termination of employment or service that constitutes a “separation from service” from the Corporation within the meaning of Section 409A of the Code and the regulations and guidance promulgated thereunder (determined after applying the presumptions set forth in Treas. Reg. Section 1.409A-1(h)(1)). Further, if at the time of a Participant’s termination of employment with the Corporation, the Participant is a “specified employee” as defined in Section 409A of the Code as determined by the Corporation in accordance with Section 409A of the Code, and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Corporation will defer the payment hereunder until the date that is at least six (6) months following the Participant’s termination of employment with the Corporation (or the earliest date permitted under Section 409A of the Code).

### **Non-Transferability**

- 5.2 RSUs and all other rights, benefits or interests in this Plan are non-transferable and may not be pledged or assigned or encumbered in any way and are not subject to attachment or garnishment, except that if a Participant dies the legal representatives of the Participant will be entitled to receive the amount of any payment otherwise payable to the Participant hereunder in accordance with the provisions hereof.

### **No Right to Service**

- 5.3 Neither participation in this Plan nor any action under this Plan will be construed to give any Eligible Person or Participant a right to be retained in the service or to continue in the employment of the Corporation or any Related Entity, or affect in any way the right of the Corporation or any Related Entity to terminate his or her employment at any time.

### **Applicable Trading Policies**

- 5.4 The Board and each Participant will ensure that all actions taken and decisions made by the Board or the Participant, as the case may be, pursuant to this Plan comply with any applicable securities laws and policies of the Corporation relating to insider trading or “blackout” periods.

### **Successors**

- 5.5 This Plan will enure to the benefit of and be binding upon the respective legal representatives of the Eligible Person or Participants.

## **Plan Amendment**

5.6

- (a) The Board may amend this Plan in any way, or discontinue this Plan altogether, and may amend, in any way, any RSU granted under this Plan at any time without the consent of a Participant, provided that (i) such amendment shall not adversely alter or impair any RSU previously granted under the Plan or any related RSU Agreement, except as otherwise permitted hereunder (ii) all RSUs granted to U.S. Participants are intended to comply with the short-term deferral exception under Section 409A of the Code and the regulations and other interpretive guidance thereunder; and (iii) all RSUs granted to Canadian Employee Participants shall have terms and conditions necessary to ensure that such RSUs comply, at all times, with the requirements of paragraph (k) of the exception to the definition of “salary deferral arrangement” in subsection 248(1) of the Tax Act or are governed by the provisions of section 7 of the Tax Act. In addition, the Board may, by resolution, make any amendment to this Plan or any RSU granted under it (together with any related RSU Agreement) without shareholder approval.
- (b) Without limitation of Section 5.6(a), the Board may (i) correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent deemed necessary or desirable; (ii) establish, amend, and rescind any rules and regulations relating to this Plan; and (iii) may make such determinations as it deems necessary or desirable for the administration of this Plan.
- (c) On termination of this Plan, any outstanding awards of RSUs under this Plan shall immediately vest and the Award Value underlying the RSUs shall be paid to the Participants in accordance with and upon compliance with Section 4.1.

## **Plan Termination**

- 5.7 The Board may terminate this Plan at any time, but no termination will, without the consent of the Participant or unless required by law, adversely affect the rights of a Participant respect to RSUs to which the Participant is then entitled under this Plan. In no event will a termination of this Plan accelerate the vesting of RSUs or the time at which a Participant would otherwise be entitled to receive any payment in respect of RSUs hereunder.

## **Governing Law**

- 5.8 This Plan and all matters to which reference is made in this Plan will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

## **Currency**

- 5.9 All amounts paid or values to be determined under this Plan shall be in Canadian dollars.

## **Reorganization of the Corporation**

- 5.10 Except in the case of a transaction that is a Change of Control and to which Section 5.11 applies, if the Corporation enters into any transaction or series of transactions whereby the Corporation or all or substantially all of the assets would become the property of any other trust, body corporate, partnership or other person (a “**Successor**”), whether by way of takeover bid, acquisition, reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, prior to or contemporaneously with the consummation of such transaction the Corporation and the Successor will execute such instruments and do such things as the Board or the Committee may determine are necessary to establish that upon the consummation of such transaction the Successor will assume the covenants and obligations of the Corporation under this Plan and the RSU Agreements outstanding on consummation of such transaction. Any such Successor shall succeed to, and be substituted for, and may exercise every right and power of the Corporation under this Plan and RSU Agreements with the same effect as though the Successor had been named as the Corporation herein and therein and thereafter, the Corporation shall be relieved of all obligations and covenants under this Plan and such RSU Agreements and the obligation of the Corporation to the Participants in respect of the RSUs shall terminate and be at an end and the Participants shall cease to have any further rights in respect thereof including, without limitation, any right to acquire Shares upon

vesting of the RSUs. To the extent commercially reasonable, any such adjustment, substitution, or replacement in respect of a grant of RSUs to a Canadian Employee Participant as a result of a transaction or a series of transactions contemplated by this Section 5.10 shall be made in compliance with the provisions of subsection 7(1.4) of the Tax Act.

### **Change of Control**

- 5.11 Notwithstanding any other provision in this Plan but subject to any provision to the contrary contained in an RSU Agreement or other written agreement (such as an agreement of employment) between the Corporation and a Participant, if there takes place a Change of Control, all issued and outstanding RSUs shall vest (whether or not then vested) and the Vesting Date shall be the date which is immediately prior to the time such Change of Control takes place, or at such earlier time as may be established by the Board or the Committee, in its absolute discretion, prior to the time such Change of Control takes place.

### **No Shareholder Rights**

- 5.12 RSUs are not considered to be Shares or securities of the Corporation, and a Participant who is granted RSUs will not, as such, be entitled to receive notice of or to attend any shareholders' meeting of the Corporation, nor entitled to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Corporation, and will not be considered the owner of Shares by virtue of such issuance of RSUs.

### **Severability**

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

### **No Other Benefit**

- 5.14 No amount will be paid to, or in respect of, an Eligible Person under this Plan to compensate for a downward fluctuation in the Fair Market Value or price of a Share, nor will any other form of benefit be conferred upon, or in respect of, an Eligible Person for such purpose.
- 5.15 For greater certainty, the crediting of any Award to the notional accounts set out in this Plan for any Participant does not confer any entitlement, benefits, or any rights of a similar nature or otherwise, aside from the rights expressly set out in this Plan, and this Plan will be an unfunded plan, including for tax purposes and for purposes of the *Employee Retirement Income Security Act* (United States). Any Participant to which RSUs are credited to his or her account or holding RSUs or related accruals under this Plan will have the status of a general unsecured creditor of the Corporation with respect to any relevant rights that may arise thereunder.

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**SCHEDULE "A"**  
**PSYENCE GROUP INC.**  
**RESTRICTED SHARE UNIT PLAN**  
**RESTRICTED SHARE UNIT NOTICE**

PSYENCE GROUP INC. (the "**Corporation**") hereby confirms the grant to the undersigned (the "**Participant**") of Restricted Share Units ("**Units**") described in the table below pursuant to the Corporation's Restricted Share Unit Plan (the "**Plan**"), a copy of which Plan has been provided to the undersigned Participant.

Grant Date	No. of Units	Vesting	Expiry Date

Capitalized terms not specifically defined in this Notice have the respective meanings ascribed to them in the Plan.

The Participant may elect to have common shares in the capital of the Corporation as from time to time constituted (the "**Shares**") issued pursuant to the foregoing Units at any time and from time to time from and including the date Units vest through to 5:00 p.m. (Toronto) on the date that is ten (10) years from the Grant Date, by delivering to the Corporation the form of Exercise Notice attached as Schedule "B" hereto.

For Canadian Employee Participants, no Shares shall be issuable by the Corporation to the Participant in the event vesting does not occur prior to ten (10) years from the Grant Date, by delivering to the Corporation the form of Exercise Notice attached as Appendix "B" hereto.

For Participants other than Canadian Employee Participants, no Shares shall be issuable by the Corporation to the Participant in the event vesting does not occur prior to ten (10) years from the Grant Date.

**DATED** \_\_\_\_\_, 20\_\_\_\_.

**PSYENCE GROUP INC.**

Per: \_\_\_\_\_  
 Authorized Signatory

The undersigned hereby accepts such grant, acknowledges being a Participant under the Plan, agrees to be bound by the provisions thereof and agrees that the Plan will be effective as an agreement between the Corporation and the undersigned with respect to the Units granted or otherwise issued to it.

**[If the Units are being issued to a U.S. Participant, include the following additional Provisions:]**

The undersigned acknowledges and agrees that:

1. The Units and any Shares that may be issued in respect of vested Units pursuant to the Plan have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and will constitute "restricted securities" as such term is defined in Rule 144 under the U.S. Securities Act;
2. The certificate(s) representing the Shares will be endorsed with the following or a similar legend until such time as it is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION, THAT SUCH

SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.”

provided, that if the Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act (“**Regulation S**”) and the Shares were issued at a time when the Corporation is a “foreign issuer” as defined in Regulation S, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of the Corporation, in such form as the Corporation may prescribe from time to time and, if requested by the Corporation or the transfer agent, an opinion of counsel of recognized standing in form and substance satisfactory to the Corporation and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Shares are being sold otherwise than in accordance with Regulation S and other than to the Corporation, the legend may be removed by delivery to the registrar and transfer agent and the Corporation of an opinion of counsel, of recognized standing reasonably satisfactory to the Corporation, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws; and

3. The Corporation may be deemed to be an issuer that at a previous time has been an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a “**Shell Corporation**”), and if the Corporation is deemed to have been a Shell Corporation at any time previously, Rule 144 under the U.S. Securities Act may not be available for resales of the Shares except in very limited circumstances, and the Corporation is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Shares.

4. If the undersigned is resident in the State of California on the effective date of the grant of the Units, then, in addition to the terms and conditions contained in the Plan and in this Notice, the undersigned acknowledges that the Corporation, as a reporting issuer under the securities legislation in certain Provinces of Canada, is required to publicly file with the securities regulators in those jurisdictions continuous disclosure documents, including audited annual financial statements and unaudited quarterly financial statements (collectively, the “**Financial Statements**”). Such filings are available on the System for Electronic Document Analysis and Retrieval (SEDAR), and documents filed on SEDAR may be viewed under the Corporation’s profile at the following website address: [www.sedar.com](http://www.sedar.com). Copies of Financial Statements will be made available to the undersigned by the Corporation upon the undersigned’s request.

**DATED** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Address  
City, Province/State

**SCHEDULE "B"**  
**PSYENCE GROUP INC.**  
**RESTRICTED SHARE UNIT PLAN**  
**EXERCISE NOTICE**

**TO: PSYENCE GROUP INC. (the "Corporation")**

1. The undersigned (the "**Participant**"), being the holder of vested Restricted Share Units to purchase \_\_\_\_\_ Shares, hereby irrevocably gives notice, pursuant to the Plan, of the request to issue to the Participant \_\_\_\_\_ Shares.
2. By executing this Exercise Notice, the Participant hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan. All terms not otherwise defined in this Exercise Notice shall have the meanings given to them under the Plan or the attached Restricted Share Unit Notice.
3. The Participant is resident in \_\_\_\_\_ [name of country/province/state].
4. The Participant acknowledges that he/she must execute this Exercise Notice and deliver it to the Chief Financial Officer or Secretary of the Corporation at the registered office of the Corporation at least two (2) weeks before the Expiry Date of the vested Restricted Share Units.
5. The Participant hereby represents, warrants, acknowledges, and agrees that there may be material tax consequences to the Participant of a request for Shares pursuant to vested Restricted Share Units. The Corporation gives no opinion and makes no representation with respect to the tax consequences to the Participant under applicable, federal, local, or foreign tax law of the Participant's acquisition or disposition of such securities.
6. The Participant hereby represents, warrants, acknowledges, and agrees that the certificate(s) representing the Shares may be subject to applicable hold periods and legending pursuant to applicable securities laws.

**DATED** \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Address  
City, Province/State