

PANGENOMIC HEALTH INC.

STOCK OPTION PLAN

Adopted on December 27, 2021

1. PURPOSE; ELIGIBILITY.

1.1 **General Purpose.** The purposes of this Stock Option Plan (the "**Plan**") are to (a) enable PANGENOMIC HEALTH INC., a British Columbia corporation (the "**Company**"), and any Affiliate to attract and retain the types of Employees, Consultants, Officers and Directors who will contribute to the Company's long range success, (b) provide incentives that align the interests of Employees, Consultants, Officers and Directors with those of the security holders of the Company, and (c) promote the success of the Company's business.

1.2 **Eligible Award Recipients.** The persons eligible to receive Awards are the Employees, Consultants, Officers and Directors of the Company and any Affiliates.

1.3 **Available Awards.** Options may be granted under the Plan.

2. DEFINITIONS.

2.1 In this Plan, the following words and phrases shall have the following meanings, namely:

- (a) "**Affiliate**" means any entity that is an "affiliate" of the Company for the purposes of NI 45-106.
- (b) "**Applicable Laws**" means the applicable laws and regulations and the requirements or policies of any governmental or regulatory authority, securities commission or stock exchange having authority over the Company or the Plan, including but not limited to the rules and policies of the Exchange.
- (c) "**Applicable Withholding Taxes**" means any and all taxes and other source deductions or other amounts that an Employer is required by law to withhold from any amounts to be paid or credited hereunder.
- (d) "**Associate**" has the meaning set forth in Section 2.22 of NI 45-106.
- (e) "**Associated Consultant**" has the meaning set forth in Section 2.22 of NI 45-106.
- (f) "**Bank of Canada Rate**" means the exchange rate for the applicable currency published by the Bank of Canada on the relevant date.
- (g) "**Blackout Period**" means, with respect to any person, the period of time when, pursuant to any policies or determinations of the Company, securities of the Company may not be traded by such person, including any period when such person has material undisclosed information with respect to the Company, but excluding any period during which a regulator has halted trading in the Company's securities.
- (h) "**Board**" means the Board of Directors of the Company, as constituted at any time.
- (i) "**Business Day**" means any day on which the Exchange is open for business other than a Saturday, Sunday or any other day on which the principal chartered banks located in Vancouver, British Columbia are not open for business.
- (j) "**Cause**" means, with respect to any Participant, unless the applicable Option Agreement states otherwise:

- (i) if the Participant is a party to an employment or service agreement with the Company or any Affiliates and such agreement provides for a definition of Cause, the definition contained therein;
- (ii) if no such agreement exists, or if such agreement does not define Cause, any act or omission that would entitle the Company to terminate the Participant's employment without notice or compensation under the common law for just cause, including, without in any way limiting its meaning under the common law: (i) the indictment for or conviction of an indictable offence or any summary offence involving material dishonesty or moral turpitude; (ii) material fiduciary breach with respect to the Company or an Affiliate; (iii) fraud, embezzlement or similar conduct that results in or is reasonably likely to result in harm to the reputation or business of the Company or any of its Affiliates; (iv) gross negligence or willful misconduct with respect to the Company or an Affiliate; (v) material violation of Applicable Laws; or (vi) the willful failure of the Participant to properly carry out their duties on behalf of the Company or to act in accordance with the reasonable direction of the Company;
- (iii) With respect to any Director, unless the applicable Option Agreement states otherwise, a determination by a majority of the disinterested Board members that the Director has engaged in any of the following:
 - (A) gross misconduct or neglect;
 - (B) willful conversion of corporate funds;
 - (C) false or fraudulent misrepresentation inducing the director's appointment;
 - (D) repeated failure to participate in Board meetings on a regular basis despite having received proper notice of the meetings in advance.

The Committee, in its absolute discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause.

- (k) **"Change in Control"** means, unless otherwise defined in the Participant's employment or service agreement or in the applicable Option Agreement, the occurrence of any of the following:
 - (i) any transaction at any time and by whatever means pursuant to which any Person or any group of two or more Persons acting jointly or in concert (other than the Company or any wholly owned subsidiary of the Company) thereafter acquires the direct or indirect "beneficial ownership" of, or acquires the right to exercise control or direction over, securities of the Company representing 50% or more of the then issued and outstanding voting securities of the Company in any manner whatsoever;
 - (ii) the sale, assignment or other transfer of all or substantially all of the assets of the Company to a Person or any group of two or more Persons acting jointly or in concert (other than a wholly-owned subsidiary of the Company);
 - (iii) the date which is 10 Business Days prior to the consummation of a complete dissolution or liquidation of the Company, except in connection with the distribution of assets of the Company to one or more Persons which were wholly-owned subsidiaries of the Company prior to such event;

- (iv) the occurrence of a transaction requiring approval of the Company's security holders whereby the Company is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any Person or any group of two or more Persons acting jointly or in concert (other than an exchange of securities with a wholly-owned subsidiary of the Company);
- (v) the Board passes a resolution to the effect that an event comparable to an event set forth in this definition has occurred; or
- (vi) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the Board before the date of appointment or election;

provided that an event described in this definition shall not constitute a Change in Control where such event occurs as a result of a Permitted Reorganization.

- (l) **"Committee"** means a committee of one or more members of the Board appointed by the Board to administer the Plan in accordance with Section 3.3 and Section 3.4; provided, however, if such a committee does not exist, all references in the Plan to "Committee" shall at such time be in reference to the Board.
- (m) **"Common Share"** means a Class A Common Share, without par value, in the capital of the Company, or such other security of the Company as may be designated by the Committee from time to time in substitution thereof.
- (n) **"Company"** means Pangenomic Health Inc., and any successor thereto.
- (o) **"Company Group"** means, collectively, the Company and its subsidiaries and Affiliates.
- (p) **"Consultant"** means any individual or entity engaged by the Company or any Affiliate to render consulting or advisory services, other than as an Employee or Director, and whether or not compensated for such services.
- (q) **"Continuing Entity"** has the meaning ascribed thereto in Section 10.2.
- (r) **"Director"** means a member of the Board.
- (s) **"Disability"** means, unless an employment agreement or the applicable Option Agreement provides otherwise, that the Participant:
 - (i) is to a substantial degree unable, due to illness, disease, affliction, mental or physical disability or similar cause, to fulfill their obligations as an officer or Employee of the Employer either for any consecutive 12-month period or for any period of 18 months (whether or not consecutive) in any consecutive 24-month period; or
 - (ii) is declared by a court of competent jurisdiction to be mentally incompetent or incapable of managing their affairs.

The determination of whether an individual has a Disability shall be determined under procedures established by the Committee. The Committee may rely on any determination that a Participant is disabled for purposes of benefits under any long-term disability plan maintained by the Company or any Affiliate in which a Participant participates.
- (t) **"Effective Date"** shall mean December 27, 2021.

- (u) **"Eligible Person"** means any Director, Officer, Employee or Consultant of the Company or any of its Affiliates.
- (v) **"Employee"** means any person, including an officer or Director, employed by the Company or an Affiliate. Mere service as a Director or payment of a director's fee by the Company or an Affiliate shall not be sufficient to constitute "employment" by the Company or an Affiliate.
- (w) **"Employer"** means, with respect to an Employee, the entity in the Company Group that employs the Employee or that employed the Employee immediately prior to their Termination of Continuous Service.
- (x) **"Exchange"** means the Canadian Securities Exchange.
- (y) **"Expiry Date"** has the meaning ascribed thereto in Section 6.2.
- (z) **"Fair Market Value"** means, as of any particular date, the value of the Common Shares as determined by the Committee in accordance with the following: (a) if the Common Shares are listed on the Exchange, the Fair Market Value shall be the weighted average trading price of a Common Share on the Exchange during the last five trading days prior to that particular date on which at least a board lot of Common Shares has so traded; or (b) if a board lot has not traded on a particular day, the average of the bid and asked prices; provided, however, that if the Common Shares are not then listed and posted for trading on the Exchange, then the Fair Market Value shall mean the weighted average trading price of a Common Share on such stock exchange in Canada or the United States on which the Common Shares are then listed and posted for trading during the last five trading days prior to that particular date (and, if in United States dollars, converted to Canadian dollars using the Bank of Canada Rate); or (c) if the Common Shares are not then listed and posted for trading on any stock exchange in Canada or the United States, then the Fair Market Value shall mean the fair market value per Common Share (in Canadian dollars) as determined in good faith by the Committee in its sole discretion, and such determination shall be conclusive and binding on all persons.
- (aa) **"Fiscal Year"** means the Company's fiscal year.
- (bb) **"Grant Date"** means the date on which the Committee adopts a resolution, or takes other appropriate action, expressly granting an Option to a Participant that specifies the key terms and conditions of the Option or, if a later date is set forth in such resolution, then such date as is set forth in such resolution.
- (cc) **"Insider"** means a Director or Officer of the Company or an Affiliate, any person that beneficially owns, either directly or indirectly, or exercises voting control or direction over at least 10% of the total voting rights attached to all voting securities of the Company, or any promoter of the Company, any person who performs Investor Relations Activities for the Company.
- (dd) **"Investor Relations Activities"** has the meaning set forth in the policies of the Exchange.
- (ee) **"ITA"** means the Income Tax Act (Canada), including the regulations promulgated thereunder, as amended from time to time.
- (ff) **"Leave of Absence"** means any period during which, pursuant to the prior written approval of the Participant's Employer or by reason of Disability, the Participant is considered to be on an approved leave of absence or on Disability and does not provide any services to their Employer or any other entity in the Company Group.

- (gg) "**Market Price**" means the greater of closing market price of the Common Shares on (a) the trading day immediately prior to the Grant Date, and (b) the Grant Date.
- (hh) "**NI 45-106**" means Canadian National Instrument 45-106 – *Prospectus Exemptions*, as amended from time to time.
- (ii) "**Notice of Exercise**" means a notice substantially in the form set out as an attachment to the Option Agreement or as stipulated by the Company from time to time.
- (jj) "**Officer**" means an "executive officer" of the Company or an Affiliate as that term is defined in NI 45-106.
- (kk) "**Option**" means a Stock Option granted to a Participant pursuant to the Plan.
- (ll) "**Option Agreement**" means a written agreement, contract, certificate or other instrument or document evidencing the terms and conditions of an individual Option granted under the Plan that may, in the discretion of the Company, be transmitted electronically to any Participant. Each Option Agreement shall be subject to the terms and conditions of the Plan.
- (mm) "**Option Exercise Price**" means the price at which a Common Share may be purchased upon the exercise of an Option.
- (nn) "**Optionholder**" means a Participant to whom an Option is granted pursuant to the Plan or, if applicable, such other Person who holds an outstanding Option in accordance with this Plan.
- (oo) "**Participant**" means an Eligible Person to whom an Option is granted pursuant to the Plan or, if applicable, such other Person who holds an outstanding Option in accordance with this Plan.
- (pp) "**Participant Information**" has the meaning set forth in Section 12.15(a).
- (qq) "**Permitted Reorganization**" means a reorganization of the Company Group in circumstances where the shareholdings or ultimate ownership remains substantially the same upon the completion of the reorganization.
- (rr) "**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, agency and, where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.
- (ss) "**Plan**" means this Stock Option Plan, as amended and/or amended and restated from time to time.
- (tt) "**Retirement**" or "**Retire**" means, unless otherwise defined in the Participant's employment agreement, executive agreement or in the applicable Option Agreement, the voluntary termination of the Participant's employment after the age of 65 and upon having at least ten (10) years of service to the Company Group.
- (uu) "**Stock Option**" means an Option that is designated by the Committee as a stock option that meets the requirements set out in the Plan.
- (vv) "**Subsidiary**" means any entity that is a "subsidiary" for the purposes of National Instrument 45-106 - *Prospectus Exemptions*, as amended from time to time.

- (ww) **"Substitution Event"** means a Change in Control pursuant to which the Common Shares are converted into, or exchanged for, other property, whether in the form of securities of another Person, cash or otherwise.
- (xx) **"Termination of Continuous Service"** means the date on which a Participant ceases to be an Eligible Person as a result of a termination of employment or retention with the Company or an Affiliate for any reason, including death, retirement, or resignation with or without cause. For the purposes of the Plan, a Participant's employment or retention with the Company or an Affiliate shall be considered to have terminated effective on the last day of the Participant's actual and active employment or retention with the Company or Affiliate, whether such day is selected by agreement with the individual, or unilaterally by the Participant or the Company or Affiliate, and whether with or without advance notice to the Participant. For the avoidance of doubt, and except as required by applicable employment standards legislation, no period of notice or pay in lieu of notice that is given or that ought to have been given under applicable law in respect of such termination of employment or retention that follows or is in respect of a period after the Participant's last day of actual and active employment or retention shall be considered as extending the Participant's period of employment or retention for the purposes of determining their entitlement under the Plan. A Participant's transfer of employment to another Employer within the Company Group will not be considered a Termination of Continuous Service

3. ADMINISTRATION.

3.1 **Authority of Committee.** The Plan shall be administered by the Committee or, in the Board's sole discretion, by the Board. Subject to the terms of the Plan, the Committee's charter and Applicable Laws, and in addition to other express powers and authorization conferred by the Plan, the Committee shall have the authority:

- (a) to construe and interpret the Plan and apply its provisions;
- (b) to promulgate, amend, and rescind rules and regulations relating to the administration of the Plan;
- (c) to authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;
- (d) to determine when Options are to be granted under the Plan and the applicable Grant Date;
- (e) from time to time to select, subject to the limitations set forth in this Plan, to determine those Participants to whom Options shall be granted;
- (f) to determine the number of Common Shares to be made subject to each Option;
- (g) to prescribe the terms and conditions of each Option, including, without limitation, the exercise price and medium of payment and vesting provisions, and to specify the provisions of the Option Agreement relating to such grant;
- (h) to amend any outstanding Options, including for the purpose of modifying the time or manner of vesting, or the term of any outstanding Option; provided, however, that if any such amendment impairs a Participant's rights or increases a Participant's obligations under their Option or creates or increases a Participant's income tax liability with respect to an Option, such amendment shall also be subject to the Participant's consent;
- (i) to determine the duration and purpose of leaves of absences that may be granted to a Participant without constituting termination of their employment for purposes of the Plan,

which periods shall be no shorter than the periods generally applicable to Employees under the Company's employment policies;

- (j) to make decisions with respect to outstanding Options that may become necessary upon a change in control or an event that triggers anti-dilution adjustments;
- (k) to interpret, administer, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan and any instrument or agreement relating to, or Option granted under, the Plan;
- (l) subject to applicable law, to delegate to any Director, Officer or Employee such duties and powers relating to the Plan as it may see fit;
- (m) to seek recommendations from the Chair or from the Chief Executive Officer of the Company;
- (n) to appoint or engage a trustee, custodian or administrator to administer or implement the Plan; and
- (o) to exercise discretion to make any and all other determinations that it determines to be necessary or advisable for the administration of the Plan.

Subject to Applicable Law, the Committee also may modify the purchase price or the exercise price of any outstanding Option.

3.2 **Committee Decisions Final.** All decisions made by the Committee pursuant to the provisions of the Plan shall be conclusive and binding on the Company and the Participants.

3.3 **Delegation.** The Board may delegate administration of the Plan to a committee or committees of one or more members of the Board, and the term "Committee" shall apply to any person or persons to whom such authority has been delegated. The Committee shall have the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board or the Committee shall thereafter be to the committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may abolish the Committee at any time and reconstitute the Board the administration of the Plan. The members of the Committee shall be appointed by and serve at the pleasure of the Board. From time to time, the Board may increase or decrease the size of the Committee, add additional members to, remove members (with or without cause) from, appoint new members in substitution therefor, and fill vacancies, however caused, in the Committee. The Committee shall act pursuant to a vote of the majority of its members or, in the case of a Committee comprised of only two members, the unanimous consent of its members, whether present or not, or by the written consent of the majority of its members, and minutes shall be kept of all of its meetings and copies thereof shall be provided to the Board. Subject to the limitations prescribed by the Plan and the Board, the Committee may establish and follow such rules and regulations for the conduct of its business as it may determine to be advisable.

3.4 **Indemnification.** In addition to such other rights of indemnification as they may have as Directors or members of the Committee, and to the extent allowed by Applicable Laws, the Committee shall be indemnified by the Company against the reasonable expenses, including attorney's fees, actually incurred in connection with any action, suit or proceeding, or in connection with any appeal therein, to which the Committee may be party by reason of any action taken or failure to act under or in connection with the Plan or any Option granted under the Plan, and against all amounts paid by the Committee in settlement thereof (provided, however, that the settlement has been approved by the Company, which approval shall not be unreasonably withheld) or paid by the Committee in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Committee did not act in good faith and in a manner that such person reasonably believed to be in the best interests of the Company or, in the case of a criminal proceeding, had no reason to believe that

the conduct complained of was unlawful; provided, however, that within 60 days after the institution of any such action, suit or proceeding, such Committee shall, in writing, offer the Company the opportunity at its own expense to handle and defend such action, suit or proceeding.

4. SHARES SUBJECT TO THE PLAN.

4.1 Subject to adjustment in accordance with Section 9, no more than 20% of the outstanding Common Shares at the time an Option is granted, less the number of Common Shares issuable on exercise of any award outstanding under any other security compensation arrangement in effect at the time thereof, shall be available for the grant of Options under the Plan. During the terms of the Options, the Company shall keep available at all times the number of Common Shares required to satisfy such Options.

4.2 Any Common Shares subject to an Option that expires or is canceled, forfeited, or terminated without issuance of the full number of Common Shares to which the Option related will again be available for issuance under the Plan. Notwithstanding anything to the contrary contained herein: shares subject to an Option under the Plan shall not again be made available for issuance or delivery under the Plan if such shares are (a) shares tendered in payment of an Option, or (b) shares delivered or withheld by the Company to satisfy any tax withholding obligation.

5. ELIGIBILITY.

5.1 **Eligibility for Specific Awards.** Options may be granted to Employees, Consultants, Officers and Directors.

5.2 **Participation Limits.** The grant of Options under the Plan is subject to the following limitations, calculated as of the Grant Date:

- (a) no more than 5% of the outstanding Common Shares may be issued to any individual Participant under the Plan alone or when combined with all other security-based compensation arrangements of the Company in any one-year period;
- (b) no more than 2% of the outstanding Common Shares may be issued under the Plan alone or when combined with all other security-based compensation arrangements of the Company to all Participants as a group that engage in Investor Relations Activities in any one-year period; and
- (c) the number of Common Shares that may be:
 - (i) issued to Insiders within any one-year period, or
 - (ii) issuable to Insiders at any time, in each case, under this Plan, alone or when combined with all other security-based compensation arrangements of the Company,

cannot exceed 10% of the outstanding Common Shares.

6. OPTION PROVISIONS.

6.1 **Option Agreement.** Each Option granted under the Plan shall be evidenced by an Option Agreement. Each Option so granted shall be subject to the conditions set forth in this Section 6, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Option Agreement. The provisions of separate Options need not be identical, but each Option shall include (through incorporation of provisions hereof by reference in the Option or otherwise) the substance of each of the provisions in this Section 6.

6.2 **Term.** No Stock Option shall be exercisable after the expiration of ten (10) years from the Grant Date or such shorter period as set out in the Optionholder's Option Agreement ("**Expiry Date**"), at which time such Option will expire. Notwithstanding any other provision of this Plan, each Option that would expire during or within ten Business Days immediately following a Blackout Period shall expire on the date that is ten Business Days immediately following the end of the Blackout Period.

6.3 **Exercise Price of a Stock Option.** The Option Exercise Price of each Stock Option shall be fixed by the Committee on the Grant Date and will not be less than the 100% of the Market Price as of the Grant Date.

6.4 **Manner of Exercise.** A vested Option or any portion thereof may be exercised by the Optionholder delivering to the Company a Notice of Exercise signed by the Optionholder (or in the event of the death or Disability of the Optionholder, that Optionholder's legal personal representative), accompanied by payment in full of the aggregate Exercise Price and any Applicable Withholding Taxes in respect of the Option or portion thereof being exercised, payable, to the extent permitted by Applicable Laws, either:

- (a) in cash or by certified cheque, bank draft or money order payable to the Company or by such other means as might be specified from time to time by the Committee; or
- (b) in any other form of legal consideration that may be acceptable to the Committee.

Subject to Section 7, upon receipt of payment in full, the number of Common Shares in respect of which the Option is exercised will be duly issued to the Optionholder as fully paid and non-assessable, following which the Optionholder shall have no further rights, title or interest with respect to such Option or portion thereof.

6.5 **Transferability of a Stock Option.** A Stock Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Optionholder only by the Optionholder or, in the case of the death or Disability of the Optionholder, the legal representative of the Optionholder.

6.6 **Vesting of Options.** No Option may be exercised unless such Option has vested in accordance with its terms. Options may, at the discretion of the Committee, and subject to Applicable Law, be immediately vested upon granting. Each Option may, but need not, vest and, therefore, become exercisable in periodic installments that may, but need not, be equal. The Option may be subject to such other terms and conditions on the time or times when it may be exercised (which may be based on performance or other criteria) as the Committee may deem appropriate. The vesting provisions of individual Options may vary. No Option may be exercised for a fraction of a Common Share. The Committee may, but shall not be required to, provide for an acceleration of vesting and exercisability in the terms of any Option Agreement upon the occurrence of a specified event.

6.7 **Disability or Leave of Absence.** Unless otherwise provided in an Option Agreement, in the event that an Optionholder's Termination of Continuous Service is a result of Disability or the Optionholder is on a Leave of Absence, any Option held by the Optionholder shall continue to vest in accordance with its terms and may be exercised or surrendered in accordance with Section 6.4 or Section 6.5 at any time until the Option's Expiry Date.

6.8 **Death.** Unless otherwise provided in an Option Agreement, in the event an Optionholder's Termination of Continuous Service is a result of the Optionholder's death, any Option held by the Optionholder that became fully vested on or prior to the Optionholder's Termination of Continuous Service may be exercised or surrendered by the Optionholder's legal representative in accordance with Section 6.4 or Section 6.5 at any time during the period that terminates on the earlier of the Option's Expiry Date and the first anniversary of the Optionholder's Termination of Continuous Service. Any Option that remains unexercised after such period shall be immediately forfeited. Any Option that was not vested on or prior to the Optionholder's Termination of Continuous Service shall be immediately forfeited.

6.9 **Retirement.** Unless otherwise provided in an Option Agreement, in the event that an Optionholder's Termination of Continuous Service is a result of the Optionholder's Retirement, any Option held by the Optionholder on the Optionholder's Termination of Continuous Service shall continue to vest in accordance with its terms and may be exercised or surrendered in accordance with Section 6.4 or Section 6.5 at any time during the period that terminates on the earlier of: (a) the Option's Expiry Date; and (b) the first anniversary of the Optionholder's Termination of Continuous Service. Any Option that remains unexercised or has not been surrendered after such period shall be immediately forfeited.

6.10 **Resignation.** Unless otherwise provided in an Option Agreement, in the event an Optionholder's Termination of Continuous Service is a result of the Optionholder's voluntary resignation, then:

- (a) the unvested part of any Option held by the Optionholder shall expire and terminate immediately on the Optionholder's Termination of Continuous Service; and
- (b) the vested part of any Option held by the Optionholder may be exercised or surrendered in accordance with Section 6.4 or Section 6.5 at any time during the period that terminates on the earlier of: (i) the Option's Expiry Date; and (ii) the 30th day after the Optionholder's Termination of Continuous Service. Any Option that remains unexercised or has not been surrendered after such period shall be immediately forfeited.

6.11 **Termination Without Cause.** Unless otherwise provided in an Option Agreement, in the event an Optionholder's Termination of Continuous Service is a result of a termination by the Employer for any reason other than for Cause, then any Option held by the Optionholder shall continue to vest in accordance with its terms and may be exercised or surrendered in accordance Section 6.4 or Section 6.5 at any time during the period that terminates on the earlier of: (a) the Option's Expiry Date; and (b) the 60th day after the Optionholder's Termination of Continuous Service. Any Option that remains unexercised or has not been surrendered after such period shall be immediately forfeited.

6.12 **Termination With Cause.** Unless otherwise provided in an Option Agreement, in the event an Optionholder's Termination of Continuous Service is a result of a termination by the Employer for Cause, then upon the Optionholder's Termination of Continuous Service, any Option held by the Optionholder shall be immediately forfeited and shall not be exercisable.

7. COMPLIANCE WITH APPLICABLE LAWS. Notwithstanding anything herein to the contrary, the Company shall not be obliged to cause any Shares to be issued or certificates evidencing Shares to be delivered pursuant to this Plan, where issuance and delivery is not, or would result in the Company not, being in compliance with all Applicable Laws. **If any provision of this Plan, any Option or any agreement entered into pursuant to this Plan contravenes any Applicable Law, such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith, but the Company shall not be responsible to pay and shall not incur any penalty, liability or further obligation in connection therewith.**

8. MISCELLANEOUS.

8.1 **Acceleration of Exercisability and Vesting.** The Committee shall have the power to accelerate the time at which an Option may first be exercised or the time during which an Option or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Option stating the time at which it may first be exercised or the time during which it will vest.

8.2 **Shareholder Rights.** Except as provided in the Plan or an Option Agreement, no Participant shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any Common Shares subject to such Option unless and until such Participant has satisfied all requirements for exercise of the Option pursuant to its terms, and no adjustment shall be made for dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions of other rights for which the record date is prior to the date such Common Share certificate is issued, except as provided in Section 9 hereof.

8.3 **No Employment or Other Service Rights.** Nothing in the Plan or any instrument executed or Option granted pursuant thereto shall confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Option was granted or shall affect the right of the Company or an Affiliate to terminate (a) the employment of an Employee with or without notice and with or without Cause, or (b) the service of a Director pursuant to the by-laws of the Company or an Affiliate, and any applicable provisions of the corporate law of the jurisdiction in which the Company or the Affiliate is incorporated, as the case may be.

8.4 **Transfer; Leave of Absence.** For purposes of the Plan, no termination of employment by an Employee shall be deemed to result from either (a) a transfer of employment to the Company from an Affiliate or from the Company to an Affiliate, or from one Affiliate to another, or (b) a Leave of Absence, if the Employee's right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the Leave of Absence was granted or if the Committee otherwise so provides in writing.

8.5 **Withholding Obligations.** It is the responsibility of the Participant to complete and file any tax returns that may be required under Canadian or other applicable jurisdiction's tax laws within the periods specified in those laws as a result of the Participant's participation in the Plan. Notwithstanding any other provision of this Plan, a Participant shall be solely responsible for all Applicable Withholding Taxes resulting from their receipt of Common Shares or other property pursuant to this Plan. In connection with the issuance of Common Shares pursuant to this Plan, a Participant shall, at the Participant's discretion:

- (a) pay to the Company an amount as necessary so as to ensure that the Company is in compliance with the applicable provisions of any federal, provincial, local or other law relating to the Applicable Withholding Taxes in connection with such issuance;
- (b) authorize a securities dealer designated by the Company, on behalf of the Participant, to sell in the capital markets a portion of the Common Shares issued hereunder to realize cash proceeds to be used to satisfy the Applicable Withholding Taxes; or
- (c) make other arrangements acceptable to the Company to fund the Applicable Withholding Taxes.

9. **ADJUSTMENTS UPON CHANGES IN CAPITAL.** In the event of any stock dividend, stock split, combination or exchange of shares, merger, amalgamation, arrangement, consolidation, reclassification, spin-off or other distribution (other than normal cash dividends) of the company's assets to shareholders, or any other change in the capital of the Company affecting Common Shares, the Board will make such proportionate adjustments, if any, as the Board in its discretion deems appropriate to reflect such change (for the purpose of preserving the value of the awards), with respect to: (i) the maximum number of Common Shares subject to all awards stated in Section 4; (ii) the maximum number of Common Shares with respect to which any one person may be granted awards during any period stated in Section 4; (iii) the number or kind of shares or other securities subject to any outstanding awards; and (iv) the exercise price of any outstanding options provided, however, that no adjustment will obligate the Company to issue or sell fractional securities. Notwithstanding anything in this plan to the contrary, all adjustments made pursuant to this Section 9 shall be made in compliance with Section 7(1.4)(c) of the ITA and subject to the rules of the exchange, to the extent applicable. The Company shall give each participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

10. EFFECT OF CHANGE IN CONTROL

10.1 **Change in Control.** Unless otherwise provided in an Option Agreement, notwithstanding any provision of the Plan to the contrary, in the event of a Change in Control that is not a Substitution Event or Permitted Reorganization, all outstanding Options shall become immediately exercisable with respect to 100% of the shares subject to such Options.

10.2 **Substitution Event or a Permitted Reorganization.** Upon the occurrence of a Substitution Event or a Permitted Reorganization, the surviving or acquiring entity (the "**Continuing Entity**") shall, to the extent commercially reasonable, take all necessary steps to continue the Plan and to continue the Options granted

hereunder or to substitute or replace similar options for the Options outstanding under the Plan on substantially the same terms and conditions as the Plan. For greater certainty, no consideration other than Continuing Entity options shall be received, and the amount that the aggregate fair market value of the securities of the Continuing Entity subject to the Continuing Entity options immediately after the substitution or replacement exceeds the aggregate exercise price of such securities under the Continuing Entity options shall not be greater than the amount the aggregate Fair Market Value of the Common Shares subject to the outstanding Options immediately before such substitution or replacement exceeds the aggregate Exercise Price of such Common Shares. Any such adjustment, substitution or replacement in respect of options shall, at all times, be made in compliance with the provisions of section 7(1.4) of the ITA.

In the event that:

- (a) the Continuing Entity does not (or, upon the occurrence of the Substitution Event or Permitted Reorganization, will not) comply with the provisions of this Section 10.2;
- (b) the Board determines, acting reasonably, that such substitution or replacement is not practicable;
- (c) the Board determines, acting reasonably, that such substitution or replacement would give rise to adverse tax results, under the ITA; or
- (d) the securities of the Continuing Entity are not (or, upon the occurrence of the Substitution Event or Permitted Reorganization, will not be) listed and posted for trading on a recognizable stock exchange;

the outstanding Options shall become fully vested and may be exercised or surrendered by the Participant at any time after the Participant receives written notice from the Board of such accelerated vesting and prior to the occurrence of the Substitution Event or Permitted Reorganization; provided, however, that such vesting, exercise or surrender shall be, unless otherwise determined in advance by the Board, effective immediately prior to, and shall be conditional on, the consummation of such Substitution Event or Permitted Reorganization. Any Options that have not been exercised or surrendered pursuant to this Section 10.2 shall be forfeited and cancelled without compensation to the holder thereof upon the consummation of such Substitution Event or Permitted Reorganization.

10.3 The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to all or substantially all of the assets and business of the Company and its Affiliates, taken as a whole.

10.4 In addition, in the event of a Change in Control, the Committee may in its discretion and upon at least ten days' advance notice to the affected persons, cancel any outstanding Options and pay to the holders thereof, in cash or stock, or any combination thereof, the value of such Options based upon the price per Common Share received or to be received by other shareholders of the Company in the event. In the case of any Option with an exercise price that equals or exceeds the price paid for a Common Share in connection with the Change in Control, the Committee may cancel the Option without the payment of consideration for it.

11. AMENDMENT OF THE PLAN AND AWARDS.

11.1 **Amendment of Plan and Options.** Subject to the requirements of Applicable Laws, the Board at any time, and from time to time, may amend or suspend any provision of an Option or the Plan, or terminate the Plan. Approval by the shareholders of the Company, by ordinary resolution, shall be required for:

- (a) an increase in the number of Common Shares, or percentage of the outstanding Common Shares, reserved for issuance under this Plan; or

- (b) a change from a fixed number to a fixed percentage of the outstanding Shares, or from a fixed percentage to a fixed number, in the number of Shares reserved for issuance under this Plan.

Approval by the shareholders of the Company shall not be required for:

- (c) an amendment to comply with applicable law or rules of the Exchange or of a 'housekeeping' nature required to correct typographical and similar errors;
- (d) a change to the vesting provisions;
- (e) a change to the termination provisions, other than an extension of an Option to a new expiry date that falls outside the maximum term currently permitted by this Plan when the Option was first granted; and
- (f) a reduction of the exercise price of an Option, including a reduction effected by cancelling an existing Option and granting a new Option exercisable at a lower price, or an extension of the exercise period, if the Optionee is not an Insider.

11.2 **No Impairment of Rights.** Except as expressly set forth herein or as required pursuant to Applicable Laws, no action of the Board or security holders may materially adversely alter or impair the rights of a Participant under any Option previously granted to the Participant unless (a) the Company requests the consent of the Participant, and (b) the Participant consents in writing.

12. GENERAL PROVISIONS.

12.1 **Forfeiture Events.** The Committee may specify in an Option Agreement that the Participant's rights, payments and benefits with respect to an Option shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain events, in addition to applicable vesting conditions of an Option. Such events may include, without limitation, breach of non-competition, non-solicitation, confidentiality, or other restrictive covenants that are contained in the Option Agreement or otherwise applicable to the Participant, a termination of the Participant's Continuous Service for Cause, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

12.2 **Other Compensation Arrangements.** Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to any required regulatory or security-holder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

12.3 **Unfunded Plan.** The Plan shall be unfunded. Neither the Company, the Board nor the Committee shall be required to establish any special or separate fund or to segregate any assets to assure the performance of its obligations under the Plan.

12.4 **Delivery.** Upon exercise of a right granted under this Plan, the Company shall issue Common Shares or pay any amounts due within a reasonable period of time thereafter. Subject to any statutory or regulatory obligations the Company may otherwise have, for purposes of this Plan, 30 days shall be considered a reasonable period of time.

12.5 **No Fractional Shares.** No fractional Common Shares shall be issued or delivered pursuant to the Plan. Any fractional Common Shares otherwise issuable or deliverable pursuant to the Plan shall be rounded down to the nearest whole share.

12.6 **Other Provisions.** The Option Agreements authorized under the Plan may contain such other provisions not inconsistent with this Plan, including, without limitation, restrictions upon the exercise of the Options, as the Committee may deem advisable.

12.7 **Expenses**. The costs of administering the Plan shall be paid by the Company.

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

12.9 **Plan Headings**. The headings in the Plan are for purposes of convenience only and are not intended to define or limit the construction of the provisions hereof.

12.10 **Non-Uniform Treatment**. The Committee's determinations under the Plan need not be uniform and may be made by it selectively among persons who are eligible to receive, or actually receive, Options. Without limiting the generality of the foregoing, the Committee shall be entitled to make non-uniform and selective determinations, amendments and adjustments, and to enter into non-uniform and selective Option Agreements.

12.11 **Participant Information**.

- (a) As a condition of participating in the Plan, each Participant agrees to comply with all such Applicable Laws and agrees to furnish to the Company all information and undertakings as may be required to permit compliance with such Applicable Laws. Each Participant shall provide the Company with all information (including personal information) required in order to administer the Plan (the "Participant Information").
- (b) The Company may from time to time transfer or provide access to Participant Information to a third-party service provider for purposes of the administration of the Plan, provided that such service providers will be provided with such information for the sole purpose of providing services to the Company in connection with the operation and administration of the Plan. The Company may also transfer and provide access to Participant Information to the Employer for purposes of preparing financial statements or other necessary reports and facilitating payment or reimbursement of Plan expenses. By participating in the Plan, each Participant acknowledges that Participant Information may be so provided and agrees and consents to its provision on the terms set forth herein. The Company shall not disclose Participant Information except (i) as contemplated above in this Section 12.11(b), (ii) in response to regulatory filings or other requirements for the information by a governmental authority or regulatory body, or (iii) for the purpose of complying with a subpoena, warrant or other order by a court, Person or body having jurisdiction over the Company to compel production of the information.

12.12 **Priority of Agreements**. In the event of any inconsistency or conflict between the provisions of the Plan and any Option Agreement, the provisions of the Plan shall prevail.

13. **EFFECTIVE DATE OF PLAN**. The Plan shall become effective as of the Effective Date. This Plan applies to awards granted hereunder on and after the Effective Date.

14. **GOVERNING LAW**. The Plan shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

As adopted by the Board of Directors of PANGENOMIC HEALTH INC. on December 27, 2021.